

## The Gazette



## of India

PUBLISHED BY AUTHORITY

No. 50] NEW DELHI, SATURDAY, DECEMBER 10, 1955

## NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 1 December, 1955 :—

Issue No.	No. and date	Issued by	Subject
351	S.R.O. 3567, dated the 25th November, 1955.	Election Commission, India.	Corrections in the Delimitation Commission's Final Order No. 29.
352	S.R.O. 3568, dated the 5th November, 1955.	Ministry of Food and Agriculture.	Cancellation of the Orders in the S.R.O. No. 2408, dated 16th July, 1954.
	S.R.O. 3569, dated the 25th November, 1955.	Do.	Cancellation of the Order in the S.R.O. No. 3311, dated 28th October, 1954.
353	S.R.O. 3570, dated the 29th November, 1955.	Ministry of Finance (Revenue Division).	The Central Government rescinds certain notifications with effect from 1st January, 1956.
	S.R.O. 3571, dated the 29th November, 1955.	Do.	Exemption of flue-cured scrap tobacco from so much of excise duty leviable thereon.
	S.R.O. 3572, dated the 29th November, 1955.	Do.	Exemption of unmanufactured tobacco from so much of excise duty leviable thereon.
353A	S.R.O. 3572-A, dated the 30th November, 1955.	Do.	Exemption of insulators falling under 75(16) of the First Schedule to Indian Tariff Act, 1934 from the whole of customs duty.
354	S.R.O. 3573, dated the 1st December, 1955.	Ministry of Commerce and Industry.	Fixation of the price of tea for the purpose of Item 5 in the Second Schedule to Indian Tariff Act, 1934.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

**PART II—Section 3****Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).****ELECTION COMMISSION, INDIA***New Delhi, the 1st December 1955*

**S.R.O. 3609.**—In pursuance of sub-rule (5) of rule 114 of the Representation of the People (Conduct of Elections and Election Petitions) Rules, 1951, the names of the persons shown in column 1 of the Schedule below who, having been nominated as candidates for election to the House of the People from the constituency specified in the corresponding entries in column 2 thereof at the bye-election held in September, 1955, and each having appointed himself to be his election agent at the said election, have, in accordance with the decision given by the Election Commission under sub-rule (4) of the said rule, failed to lodge the returns of election expenses within the time and in the manner required and have thereby incurred the disqualifications under clause (c) of section 7 and section 143 of the Representation of the People Act, 1951 (XLIII of 1951), are hereby published:—

**SCHEDULE**

Name of the Candidate	Name of constituency
1	2
Shri Hira Singh, Village and P.O. Bassai, P. S. Satnali District Mohindergarh.	Mohindergarh.
Shri Rameshwar Dayal, Village Mondia Khera, P.O. Dongra Ahir, District and Tehsil Mohindergarh.	Mohindergarh.

[No. PP-P/3/55(1)BYE.]

By order,  
P. S. SUBRAMANIAN, Secy.

**MINISTRY OF LAW***New Delhi, the 28th November 1955*

**S.R.O. 3610.**—In exercise of the powers conferred by Rule 1 of Order XXVII in the First Schedule to the Code of Civil Procedure, 1908 (Act V of 1908), the Central Government hereby directs that the following further amendments shall be made in the notification of the Government of India in the Ministry of Law No. S.R.O. 1651, dated the 1st September, 1953, relating to the appointment of officers to sign or verify plaints and written statements in suits in any court of civil jurisdiction by or against the Central Government, namely:—

In the schedule to the said notification:—

1. In Part II, which relates to the Ministry of Commerce and Industry, for the entry "Assistant Iron and Steel Controllers (Grade I)", the entry "Price and Accounts Officer, Iron and Steel Control Organisation" shall be substituted.

2. In Part IV, which relates to the Ministry of Defence, under the heading "Indian Navy" for the entries "Chief of Naval Staff and Commander-in-Chief, Indian Navy", and "Deputy Commander-in-Chief and Chief of Staff, Indian Navy", the entries "Chief of the Naval Staff" and "Deputy Chief of the Naval Staff" respectively shall be substituted.

[No. F. 25-1/53-L.]

B. N. LOKUR, Joint Secy.

### MINISTRY OF HOME AFFAIRS

*New Delhi-2, the 2nd December 1955*

**S.R.O. 3611.**—In exercise of the powers conferred by Entry 3(b) of the Table annexed to Schedule I to the Indian Arms Rules, 1951, the Central Government is pleased to specify.

Shri K. S. Fetehsinhji, a member of the family of the Ruler of Limbdi, for purposes of that entry.

[No. F.8(5)D-PIV/54.]

C. P. S. MENON, Under-Secy.

*New Delhi-2, the 2nd December 1955*

**S.R.O. 3612.**—The following Order made by the President is published for general information.

#### ORDER

In exercise of the powers conferred by the proviso to clause (2) of article 343 of the Constitution of India, the President is pleased to make the following order namely:—

1. This order may be called the Constitution (Hindi language for Official Purposes) Order, 1955.
2. The official purposes of the Union for which the Hindi language may be used in addition to the English language shall be as specified in the Schedule hereto annexed.

#### THE SCHEDULE

- (1) Correspondence with members of the public.
- (2) Administrative reports, official journals and reports to Parliament.
- (3) Government resolutions and legislative enactments.
- (4) Correspondence with State Governments which have adopted Hindi as their official language.
- (5) Treaties and agreements.
- (6) Correspondence with Governments of other countries and their envoys, and international organisations.
- (7) Formal documents issued to diplomatic and consular officers and to Indian representatives at international organisations.

RAJENDRA PRASAD,  
President.

[No. 59/2/54-Public.]

A. V. PAI, Secy.

**MINISTRY OF EXTERNAL AFFAIRS***New Delhi, the 28th November 1955*

**S.R.O. 3613.**—In pursuance of sub-rule (1) of Rule 3 of the Indian Emigration Rules, 1923, the Central Government are pleased to approve of the appointment of Mr. C. Carthigesan as temporary Emigration Commissioner for Ceylon with effect from the 21st September, 1955.

[No. F.26-2/55-Emi(IER/3/APP.2).]

S. N. BASU, Under Secy.

**MINISTRY OF FINANCE***New Delhi, the 6th December 1955*

**S.R.O. 3614.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby directs that the following further amendment shall be made in the Civil Service Regulations, namely:—

In the list of services or appointments in article 349-A of the said Regulations after the entry 'Administrative Officer, Intelligence Bureau, Home Department' the following entry shall be inserted, namely:—

"Superintendents, Intelligence Bureau, Ministry of Home Affairs".

[No. F.7(65)EV/55.]

**S.R.O. 3615.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution and, in relation to persons serving in the Indian Audit and Accounts Department, by clause (5) of article 148 of the Constitution, the President hereby directs that the following further amendments shall be made in the Civil Service Regulations namely:—

In article 907 of the said Regulations, for the words "six months" wherever they occur, the words "one year" shall be substituted.

[No. F.7(84)-EV/54.]

K. S. GANAPATI, Dy. Secy.

**MINISTRY OF FINANCE (REVENUE DIVISION)****CENTRAL EXCISES***New Delhi, the 10th December 1955*

**S.R.O. 3616.**—In exercise of the powers conferred by section 37 of the Central Excises and Salt Act, 1944 (I of 1944), as in force in India and as applied to the State of Pondicherry, the Central Government hereby directs that the following further amendments shall be made in the Central Excise Rules, 1944, namely:—

In the said Rules—

I. For rules 96I, 96J, 96K, 96L, 96M and 96MM, the following rules shall be substituted, namely:—

96I. *Application to avail of special procedure.*—(1) Where a manufacturer who produces Cotton Fabrics, or Rayon or Artificial Silk Fabrics, in factories commonly known as powerlooms (without spinning plants) makes in the proper form an application to the Collector in this behalf, the special provisions contained in this section shall, on such application being granted by the Collector, apply to such manufacturer in substitution of the provisions contained elsewhere than in this section for the period in respect of which the application has been so granted.

(2) Such application shall be made so as to cover a period of not less than six consecutive calendar months, but may be granted for a shorter period in the discretion of the Collector.

(3) If at any time during such period the manufacturer fails to avail himself of the special provisions contained in this section, he shall be precluded from availing himself of such provisions for a period of six months from the date of such failure.

(4) If the manufacturer desires to avail himself of the special provisions contained in this section on the expiry of the period for which his application was granted, he shall before such expiry make an application to the Collector under sub-rule (1); and on his failure to do so, he shall be precluded from availing himself of such provisions for a period of six months from the date of such expiry.

**96J. Discharge of liability for duty on payment of certain sum.**—(1) Having regard to the average production in India per day per shift and per powerloom employed in the manufacture of Cotton Fabrics, or of Rayon or Artificial Silk Fabrics, in factories commonly known as powerlooms (without spinning plants), the Central Government may, by notification in the Official Gazette, fix from time to time, a rate per shift per powerloom per month, and if a manufacturer whose application has been granted under Rule 96I pays in any month, a sum calculated according to such rate, in the manner and subject to the conditions and limitations hereinafter laid down, such payment shall be a full discharge of his liability for the duty leviable on his production of such fabrics during the month next following.

(2) The rate specified under sub-rule (1) shall be separately and distinctly notified, and shall be separately and distinctly applied, in respect of (i) Cotton Fabrics and (ii) Rayon or Artificial Silk Fabrics.

(3) The sum payable under sub-rule (1) shall be calculated by application of such rate to the average number of powerlooms employed by such manufacturer in the course of the first or the second or the third shift, as the case may be, as obtained by adding the maximum number of powerlooms employed by him at any one time during each respective shift on each day during the calendar month immediately preceding the calendar month in which the application under rule 96K is made by the manufacturer, and dividing the result by the total number of days during which the powerlooms have actually been employed in the production of Cotton Fabrics, or Rayon or Artificial Silk Fabrics, as the case may be in the first mentioned calendar month.

(4) Such sum shall be tendered by such manufacturer along with such application.

**96K. Manufacturer's declaration, accounts and returns.**—(1) Such manufacturer shall, at any time during the calendar month immediately preceding any month in respect of which he has been permitted to avail himself of the provisions of this section, make an application to the proper officer in the proper form for leave to remove Cotton Fabrics, or Rayon or Artificial Silk Fabrics, as the case may be, from his licensed premises during the latter month, declaring therein the average number of powerlooms per shift calculated in the manner laid down in sub-rule (3) of rule 96J.

(2) If such application is not made to the proper officer within the time-limit laid down in sub-rule (1), the manufacturer shall, unless otherwise directed by the Collector, and in exceptional circumstances, be liable to pay duty on his entire production of Cotton Fabrics, or of Rayon or Artificial Silk Fabrics, as the case may be, during the month in respect of which the application was to be made, at the full rate prescribed in first Schedule to the Act.

(3) Such manufacturer shall also—

(a) maintain a true account in the proper form so as to enable the accurate calculation of such average;

(b) append to his monthly return in Form R.T.-3 made under rule 54, a duly signed statement showing such average for the month to which such return relates.

**96L. Exemption from certain provisions; no rebate of excise duty on export.**—

(1) During the period in respect of which any manufacturer has been permitted to avail himself of the provisions of this section he shall be exempt from the operation of all the provisions of rule 9 [except the second proviso to sub-rule (1) thereof], 47, 49, 50, 51, 51-A, 52, 52-A, 55, 223, 223-A, 224, 224-A; and 229.

(2) Except in accordance with such special terms, conditions and limitations as the Central Board of Revenue may hereafter by notification specify in this behalf, no rebate of excise duty shall be paid under rule 12 in respect of any fabrics exported out of India out of the stock produced by such manufacturer during such period.

**96M. Penalty for misdeclaration.**—A manufacturer who is found to have made an incorrect declaration under sub-rule (1) of rule 96K, or to have incorrectly

maintained the account prescribed in sub-rule (3) (a) of that rule, shall be liable

- (i) to pay the difference, if any, between the sum actually tendered by him, and the sum properly payable, within seven days of a demand for such difference being served upon him by the proper officer;
- (ii) to confiscation of part or the whole of the stock of Cotton Fabrics, or of Rayon or Artificial Silk Fabrics, as the case may be, lying in the premises of his licensed factory at the time the incorrectness of the declaration or of the accounts is discovered, and
- (iii) to a penalty not exceeding two thousand rupees.

96MM. *Provisions regarding (a) new factories and (b) closed factories resuming production.*—(1) This rule shall apply to a factory employing powerlooms (without a spinning plant) for the manufacture of Cotton Fabrics or Rayon or Artificial Fabrics, where the factory

- (a) commences production for the first time;
- (b) recommences production after being closed for a continuous period of not less than two full calendar months;
- (c) falls into an excisable category after having been in a non-excisable category for a continuous period of not less than two full calendar months.

(2) In respect of such factory, the manufacturer, if he desires to avail himself of the special provisions contained in this section, shall, before such commencement or recommencement or change in category, as the case may be,

- (i) make the application prescribed in Rule 96I,
- (ii) deposit with the proper officer a sum equal to such officer's estimate of the maximum amount payable by such manufacturer for a period of two calendar months calculated at the rate mentioned in rule 96J.

(3) During the calendar month in which such production is commenced or recommenced, or in which such change in category takes place, and during the calendar month next following, the manufacturer's liability to duty shall, in respect of each such month, amount to a sum calculated by application of such rate to the average number of powerlooms employed by the manufacturer in the course of the first or the second or the third shift, as the case may be, as obtained by adding the maximum number of powerlooms employed by him at any one time during each respective shift on each day during such month, and dividing the result by the total number of days during which the powerlooms have actually been employed in the production of Cotton Fabrics or Rayon or Artificial Silk Fabrics, as the case may be, in that month.

(4) The total liability so determined for the said first two calendar months shall be deducted from the deposit made with the proper officer in accordance with sub-rule (2), and the balance if any refunded to the manufacturer. Should however such deposit fall short of the total liability the deficiency shall be recovered from the manufacturer.

(5) In respect of the succeeding calendar months, and until the end of the period for which the manufacturer's application has been granted under rule 96I, his liability to duty shall be regulated and discharged at the rate and in the manner prescribed in rules 96I to 96L.

## II. In Appendix I—

(1) in the table under the heading "Forms" after the entries relating to Central Excise Series No. 62 and 84 the following entries shall be respectively inserted, namely:—

Central Excise Series No.	Description of Form	Rule No.	Short Title
62-A	Application for removal of Cotton Fabrics/Rayon or Artificial Silk Fabrics produced in powerlooms.	96-I	A.R.-6
85	Application for permission to avail of the Special Procedure relating to Cotton Fabrics/Rayon or Artificial Silk Fabrics produced in powerlooms.	96-K	A.S.P.

(2) after Form A.R.-5 (Central Excise Series No. 62) the following form shall be inserted:—

Central Excise Series No. 62-A.

Original  
Duplicate  
Triplicate  
Quadruplicate

FORM A. R.-6

*Application for removal of Cotton Fabrics/Rayon or Artificial Silk Fabrics  
produced in powerlooms*

(Rule 96K)

Name of factory.....

Address.....

I/We.....manufacturer(s) of Cotton Fabrics/Rayon or Artificial Silk Fabrics, residing at.....taluk/tehsil.....District.....and holder(s) of Central Excise licence No.....dated.....having been permitted to avail myself/ourselves of the special provisions contained in section E-III of Chapter V of the Central Excise Rules, 1944, in respect of my/our production of, and transactions in such Fabrics at my/our above-mentioned factory, hereby declare that the average number of powerlooms (as defined under rule 96J of the Central Excise Rules, 1944), employed by me/us in the production of Cotton Fabrics/Rayon or Artificial Silk Fabrics during the calendar month immediately preceding the current calendar month, and the total sum payable by me/us in terms of the rule, in respect of the month of..... are stated hereunder:—

Shift	Average number of powerlooms	Rate prescribed in Govt. of India Notification No... dated.....	Sum payable under rule 96J
I			
II			
III			
TOTAL			

2. I/We tender herewith the said sum of Rs..... (Rupees.....only).

3. I/We hereby declare that the particulars furnished herein are true and complete to the best of my /our knowledge and belief.

4. I/We apply for leave to remove from our above-mentioned factory during the month of.....of any Cotton Fabrics/Rayon or Artificial Silk Fabrics produced in the said factory during that month.

Place.....  
Date.....

Signature of manufacturer(s)  
or his/their authorised agent(s).

Place.....  
Date.....

Clearance allowed  
.....of  
Central Excise,  
.....

(3) after Form A.C.-1 (Central Excise Series No. 84), the following form shall be inserted, namely:—

Central Excise Series No. 85.

Original  
Duplicate  
Triplicate

FORM A.S.P.

*Application for permission to avail of the Special Procedure relating to Cotton Fabrics/Rayon or Artificial Silk Fabrics, produced in powerlooms*

(Rule 96 I)

Name of factory..... Address.....

I/We .....manufacturer(s) of Cotton Fabrics/  
Rayon or Artificial Silk Fabrics, residing at.....  
taluk/tehsil..... District.....  
and holder(s) of Central Excise Licence No.....  
dated.....hereby apply to avail myself/ourselves during  
the six calendar months beginning with.....195 and ending with.....  
.....19, of the special provisions contained in section E-III of Chapter V  
of the Central Excise Rules, 1944, in respect of my/our production of, and  
transactions in, such fabrics at my/our above-mentioned factory.

2. I/We.....hereby agree to abide by the terms, conditions and  
limitations of the said section throughout the said period.

Place.....

Date.....

Signature of manufacturer(s)  
or his/their authorised agent(s).

Countersigned

.....of Central Excise  
.....Range .....Circle.

Place.....

Date.....

Permission granted  
....of Central Excise.

Place.....

Date.....



## Licence No.

Month

Total number of days in month (B) in which

(i) first shift was worked.

(ii) second shift was worked.

(iii) third shift was worked.

\*To be declared in Form A.R.-6.

[No. 1-CER/55].

**S.R.O. 3617.**—In exercise of the powers conferred by rule 96J of the Central Excise Rules, 1944, as in force in India and as applied to the State of Pondicherry, the Central Government hereby directs that in supersession of the rates specified in the Government of India's Notification (Central Excises) No. 21, dated the 27th April, 1954, the following rates shall apply to powerlooms employed in the manufacture of Rayon or Artificial Silk Fabrics, namely :—

Factories in which the number of powerlooms installed is 25 or more:—

First shift	...	Rs. 22/8/- per loom per month.
Second shift	..	Rs. 15/-/- per loom per month.
Third shift	..	Rs. 11/4/- per loom per month.

[No. CER-96J(1)/55.]

B. N. BANERJI, Joint Secy.

## RESERVE BANK OF INDIA

(Central Office)

*Bombay, the 25th November 1955*

**S.R.O. 3618.**—In pursuance of sub-section (2) of section 8 of the Foreign Exchange Regulation Act, 1947 (VII of 1947), the Reserve Bank of India, hereby makes the following amendment in the notification of the Reserve Bank of India, N<sup>o</sup> F.F.R.A. 105/51-R.B. (S.R.O. 263), dated the 27th February, 1951, namely:—

In sub-clause (b) of clause (2) of the said notification, for the expression "and other notes and coin which are the currency of Pakistan not exceeding Rs. 50 in all on any one day", the expression "and other notes and coin which are the currency of Pakistan not exceeding Rs. 100 in all on any one day" shall be substituted.

[No. F.E.R.A.142/55-R.B.]

B. RAMA RAU, Governor.

## CENTRAL BOARD OF REVENUE

INCOME-TAX

*New Delhi, the 2nd December 1955*

**S.R.O. 3619.**—In pursuance of sub-section (6) of Section 5 of the Indian Income-tax Act, 1922 (XI of 1922), the Central Board of Revenue directs that the following further amendments shall be made in the Schedule annexed to its notification S.R.O. 1214 (No. 44-Income-tax) dated the 1st July, 1952, namely:—

In the said Schedule after S. No. 40-A the following entry shall be inserted namely :—

1	2	3	4	5	6
40-B	Employees of the National Carbon Company (India) Limited Calcutta	Income-tax Officer, District V-A, Calcutta	Inspecting Assistant Commissioner of Income-tax, Range VIII, Calcutta	Appellate Assistant Commissioner of Income-tax, 'G' Range, Calcutta	Commissioner of Income-tax, Calcutta

2. Item No. 40A as inserted by the Board's notification S.R.O. 2131 (No. 83-Income-tax, dated 27th September 1955) is hereby cancelled.

[No. 92.]

[55/33/55-IT.]

K. B. DEB, Under Secy.

**MINISTRY OF COMMERCE AND INDUSTRY****(Office of the Textile Commissioner)***Bombay, the 30th November 1955*

**S.R.O. 3620.**—In exercise of the powers conferred on me by clause 20 of the Cotton Control Order, 1955, and with the previous sanction of the Central Government, I hereby authorise Director (Cotton) in the Office of the Textile Commissioner, Bombay, to exercise on my behalf the functions and powers of the Licensing Authority specified in sub-clause (1) of clause 7 of the said Order.

V. NANJAPPA,  
Textile Commissioner.

[No. 24(22)-CT(A)/55-3.]

S. K. PAL, Under Secy.

**COFFEE CONTROL***New Delhi, the 5th December 1955*

**S.R.O. 3621.**—The Central Government hereby notifies that each of the persons specified in the second column of the Table hereto annexed has been elected as member of the Coffee Board under sub-section (2) of section 4 of the Coffee Act, 1942 (VII of 1942), read with sub-rule (2) of rule 3 of the Coffee Rules, 1955, to represent interest shown against his name in the corresponding entry in the third column thereof, namely:—

TABLE

Serial No.	Name of the person elected	Interest represented
(1)	(2)	(3)
1	Shri K.T. Urtappa, Bison Field Estate, Sidapur Post, S. Coorg.	Large growers in the State of Coorg.
2	Shri G.M. Manjanathaiah, Haradkor Estate, Sun-ticoppa, P.O. Coorg.	Large growers in the State of Coorg.
3	Shri A.M. Basave Gowda, Thippanahalli, Chikmagalur P.O., Mysore State.	Large growers in the State of Mysore.
4	Shri S. N. Ramanna, Advocate and Coffee Planter, Chikmagalur, Mysore State.	Large growers in the State of Mysore.
5	Shri W.P.A.R. Chandrasekaran, Pattiveeranpatti, Madhurai District, Madras State.	Large growers in the State of Madras.
	Shri M.K. Jinachandran Vijayamandiram Estate, Kalpatta P.O., Wynaad, Malabar.	Large growers in the State of Madras.

[No. 5(1)Plant/55.]

P. V. S. SARMA, Dy. Secy.

**MINISTRY OF COMMUNICATIONS****(Posts and Telegraphs)***New Delhi, the 30th November 1955*

**S.R.O. 3622.**—In exercise of the powers conferred by section 7 of the Indian Telegraph Act, 1885 (XIII of 1885), the Central Government hereby makes the

following amendment in the Indian Telegraph Rules, 1951, namely:—

In sub-rule (1) of rule 439 of the said rules, after the words “for each single period”, the words “or fraction of a single period” shall be inserted.

[No. R-3-71/54.]

*New Delhi, the 1st December 1955*

**S.R.O. 3623.**—In pursuance of sub-rule (5) of rule 430 of the Indian Telegraphs Rules, 1951, and in supersession of the notification of the Government of India in the Ministry of Communication S.R.O. No. 2270 dated the 10th October, 1955, the Central Government hereby specifies the 16th day of December, 1955 as the date on which the message rate system will be introduced in the Central Exchange and Belanganj Exchange at Agra.

[No. PHA 48-4/55.]

V. M. BHIDE, Dy. Secy.

*New Delhi, the 3rd December 1955*

**S.R.O. 3624.**—In exercise of the powers conferred by section 5 of the Indian Aircraft Act, 1934 (XXII of 1934), the Central Government is pleased to direct that the following further amendment shall be made in the Indian Aircraft Rules, 1937, the same having been previously published as required by section 14 of the said Act, namely:—

In rule 82 of the said Rules, after sub-rule (2), the following sub-rule shall be inserted, namely:—

“(2a) Nothing in sub-rule (2) shall apply to the payment of any charge in respect of any space in or outside a hangar at a Government civil aerodrome leased out by the Central Government to any person for the purpose of housing or parking an aircraft or for any other purpose approved by the Director General and where any such space is leased out, it shall be subject to payment of such charges as may be determined by the Central Government and also subject to such terms and conditions of the lease as may be agreed upon between the Central Government and such person.”

[No. AR/1937(11).]

[F. No. 10-A/17-55.]

*New Delhi, the 5th December 1955*

**S.R.O. 3625.**—In exercise of the powers conferred by section 5 of the Indian Aircraft Act, 1934 (XXII of 1934), the Central Government hereby makes the following further amendments in the Indian Aircraft Rules, 1937, the same having been published as required by section 14 of the said Act, namely:—

In the said Rules, after rule 39-A, the following rule shall be inserted, namely:—

“39B.—*Medical requirements:*—

(1) On and from the 1st April, 1956, no licence required for any of the personnel of an aircraft referred to in rule 38, shall be issued, nor shall any such licence issued after the said date be renewed, unless the applicant satisfies the medical standards laid down in Chapter VI—Medical Requirements—of Annex 1 to the Convention on International Civil Aviation.

(2) Any such licence issued before the date aforesaid may be renewed after that date even if the holder of the licence does not satisfy the medical standards referred to in sub-rule (1) but any licence so renewed shall not be valid for international flights.”

[No. AR/1937(8).]

[F. No. 10-A/20-53.]

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**CORRIGENDUM**

*New Delhi, the 30th November 1955*

**S.R.O. 3626.**—In this Ministry's notification No. S.R.O. 1589, published in Part II—Section 3 of the *Gazette of India*, dated July 23, 1955, for the words "Shri Jyoyirindra Kishore Chaudhury, Assistant Mechanical Engineer, Indian Airlines Corporation", read "Shri Jyotirindra Kishore Chaudhuri, Aircraft Maintenance Engineer, Indian Airlines Corporation".

[No. 18-CAG(5)/53.]

T. R. MANTAN, Dy. Secy.

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**MINISTRY OF TRANSPORT**

(Transport Wing)

**CORRIGENDUM**

*New Delhi, the 1st December 1955*

**S.R.O. 3627.**—In the Ministry of Transport notification No. 3-PII(91)/54, dated the 22nd March 1955 published in the *Gazette of India*, Part II—Section 3, dated the 2nd April 1955 as S.R.O. 702, on page 608 in the fourteenth line of the notification, for the words "gas-light", read "gas tight".

2. Ministry of Transport Corrigendum No. 3-PII(91)/54, dated the 15th October, 1955, published in the *Gazette of India*, Part II—Section 3, dated the 22nd October, 1955 as S.R.O. 2320 on page 2112 is hereby cancelled.

[No. 3-PII(91)/54.]

A. V. SUBRAMANIA IYER, Under Secy.

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**MINISTRY OF FOOD AND AGRICULTURE**

(Agriculture)

*New Delhi, the 1st December 1955*

**S.R.O. 3628.**—Under section 4(ix) of the Indian Cotton Cess Act, 1923 (XIV of 1923), the Government of Travancore-Cochin State have nominated Shri N. Sankara Menon, Director of Agriculture, Travancore-Cochin, to be a member of the Indian Central Cotton Committee upto the 31st March, 1957, *vice* Shri C. Thomas, I.A.S.

[No. F.1-12/55-Com.II.]

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*New Delhi, the 5th December 1955*

**S.R.O. 3629.**—In exercise of the powers conferred by section 17 of the Indian Oilseeds Committee Act, 1946 (IX of 1946), the Central Government hereby make the following amendment in the Indian Central Oilseeds Committee Provident Fund Rules, 1949, the same having been previously published as required by sub-section (1) of the said section, namely:—

For sub-rule (3) of rule 20 of the said Rules, the following sub-rule shall be substituted, namely:—

"(3). Any loss to the Fund from any cause whatever shall be borne by and be a charge on the Fund and shall be deducted in the first place from the income derived from subscriber's subscriptions before such income is distributed."

[No. F.5-112/54-Com.I-ICOCR(PF)/Am.(1)/55.]

F. C. GERA, Under Secy.

*New Delhi, the 3rd December 1955*

**S.R.O. 3630.**—In exercise of the powers conferred by clause 6 of the Sugarcane (Control) Order, 1955, the Central Government hereby directs that the powers conferred on it by sub-clause (a) of clause 4 of the said Order, shall be exercisable also by the Cane Commissioner, Uttar Pradesh, within his jurisdiction.

[No. F.5-112/54-Com.I-ICOCR(PF)/Am.(1)/55.]

T. C. PURI, Joint Secy.

## MINISTRY OF HEALTH

### CORRIGENDUM

*New Delhi, the 1st December 1955*

**S.R.O. 3631.**—In the address in Schedule I to notification No. F.30-8/55-LSG, dated the 11th November, 1955, for the words "The Secretary of the Delhi Development Authority", read "The Secretary of the Delhi Development Provisional Authority."

[No. F.30-8/55-LSG.]

A. V. VENKATASUBBAN, Dy. Secy.

## MINISTRY OF RAILWAYS

### (Railway Board)

*New Delhi, the 1st December 1955*

**S.R.O. 3632.**—In exercise of the powers conferred by Section 47 of the Indian Railways Act, 1890 (IX of 1890) and by the Notification of the Government of India in the Late Department of Commerce and Industry, No. 801, dated 24th March 1905, the Railway Board hereby direct that the following amendments shall be made in the General Rules for all open lines of Railways in India administered by the Government published with the Notification of the Government of India in the late Railway Department (Railway Board) No. 1078-T, dated the 9th March 1929 as amended by Notification No. 517-TG, dated the 23rd October, 1946, namely:—

1. In the Schedule annexed to Part III of the said Rules, in column 6 against S. No. 56, item (g) may be deleted and the following inserted:—

"(g) Cylinders containing compressed or liquified chlorine shall not be carried in the brake-vans of mixed or passenger trains."

2. In the Schedule annexed to Part III of the said Rules in column 6 against S. No. 56, the following item may be inserted:—

"(h) Cylinders containing compressed or liquified Sulphuretted Hydrogen shall not be carried in the brake-vans of mixed or passenger trains."

[No. 1463-TG/55.]

RANJIT SINGH,

Director, Traffic (Transportation).

## MINISTRY OF REHABILITATION

*New Delhi, the 30th November 1955*

**S.R.O. 3633.**—In exercise of the powers conferred by clause (a) of sub-section (2) of section 16 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints each of the officers specified in the second column of the Schedule hereto annexed to be the Managing

Officers for the custody, management and disposal of compensation pool in the State of Ajmer.

#### THE SCHEDULE

Sl. No.	Name of Officer	Designation
1	Shri M. G. Tosniwal	Assistant Custodian
2	Shri M. N. Mathur	do.

[No. 27/5/55-SII.]

KULWANT SINGH, Under Secy.

*New Delhi, the 18th November 1955*

**S.R.O. 3634.**—In exercise of the powers conferred by clause (a) of sub-section (2) of section 16 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints every officer for the time being holding the post of Assistant Superintendent of Stamps in Madras city and every officer for the time being holding the post of Revenue Divisional Officer in the State of Madras, as a managing officer for the custody, management and disposal of evacuee properties within his jurisdiction which have been acquired under section 12 of the said Act by virtue of the notification of the Government of India in the Ministry of Rehabilitation Nos. SIII-15(1)/55-I and SIII-15(1)/55-II, dated the 23rd May, 1955.

[No. S.III-15(2)/55.]

*New Delhi, the 3rd December 1955*

**S.R.O. 3635.**—In exercise of the powers conferred by sub-section (1) of section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri P. K. Kaul, I.C.S., Judicial Commissioner, Revenue and Rehabilitation and Custodian, Evacuee Property, Punjab, to the post of Settlement Commissioner in the State of Punjab, for the purpose of performing the functions assigned to the Settlement Commissioner by or under the said Act.

[No. S.III-7(57)/55-I.]

*New Delhi, the 5th December 1955*

**S.R.O. 3636.**—In exercise of the powers conferred by sub-section (1) of section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri H. N. Bhatia as Assistant Settlement Commissioner for the purpose of performing the functions assigned to such officer by or under the said Act, with effect from the date he took charge of his office.

[No. 5/34/55-SII.]

**S.R.O. 3637.**—Whereas the Central Government is of opinion that it is necessary to acquire certain evacuee properties in the State of Ajmer being a purpose connected with the relief and rehabilitation of displaced persons, including payment of compensation to such persons;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Government has decided to acquire, and hereby acquires, the evacuee properties specified in the Schedule.

#### THE SCHEDULE

All evacuee properties consisting of agricultural lands in the non-urban area in the State of Ajmer except all such properties falling under any one or more of the following categories:—

(1) any such property,

(i) in respect of which proceedings are pending before any authority at the date of this notification under the Administration of Evacuee Property Act, 1950 (XXXI of 1950), in which the question at issue is whether the property is or is not evacuee property; or

- (ii) in respect of which the period of limitation, if any, fixed for an appeal or revision under the said Act for disputing the vesting of the property in the Custodian as evacuee property has not expired;
- (2) any such property in respect of which an application for the grant of a certificate under sub-section (1) of section 16 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), is pending at the date of this notification or in respect of which the period of limitation fixed for making such application has not expired;
- (3) any such property which has been restored under section 16 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950) or in respect of which an application under sub-section (2) of that section for its restoration is pending at the date of this notification, or in respect of which a certificate under sub-section (1) of that section has been granted but no application under sub-section (2) of that section for its restoration has been made;
- (4) any such property which before the date of this notification has been transferred and the transfer is effective under section 40 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), or in respect of which any proceedings are pending at the date of this notification under that section;
- (5) any such property which is a composite property within the meaning of the Evacuee Interest (Separation) Act, 1951 (LXIV of 1951);
- (6) any such property in respect of which any proceedings are pending in a Civil Court wherein the question at issue is whether the property is evacuee property or not;
- (7) any such property which at the date of this notification is being treated or is being managed as a trust property for a public purpose of a religious or charitable nature under sub-section (1) of section 11 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950).

[No. S.III-6(4)/55-I.]

**S.R.O. 3638.**—Whereas the Central Government is of opinion that it is necessary to acquire certain evacuee properties in the State of Ajmer, for the public purpose referred to in sub-section (1) of section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954);

Now, therefore, in exercise of the powers conferred by the said sub-section, it is notified that the Central Government has decided to acquire, and hereby acquires, the evacuee properties specified in the Schedule.

#### THE SCHEDULE

All rural houses in village abadis in the State of Ajmer, that is to say, houses situated in any area in that State outside the limits of a corporation, a municipality, a municipal committee, a notified area committee, a town area or a small town committee or a cantonment as those limits existed on the 15th August, 1947, which have been declared or deemed to have been declared as evacuee properties under the Administration of Evacuee Property Act, 1950 (XXXI of 1950), except all such properties falling under any one or more of the following categories:—

- (1) any such property—
  - (i) in respect of which proceedings are pending before any authority at the date of this notification under the Administration of Evacuee Property Act, 1950 (XXXI of 1950), in which the question at issue is whether the property is or is not evacuee property; or
  - (ii) in respect of which the period of limitation if any, fixed for an appeal or revision under the said Act for disputing the vesting of the property in the Custodian as evacuee property has not expired;
- (2) any such property in respect of which an application for the grant of a certificate under sub-section (1) of section 16 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), is pending at the date of this notification or in respect of which the period of limitation fixed for making such application has not expired;
- (3) any such property which has been restored under section 16 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950) or in respect of



which an application under sub-section (2) of that section for its restoration is pending at the date of this notification; or in respect of which a certificate under sub-section (1) of that section has been granted but no application under sub-section (2) of that section for its restoration has been made;

(4) any such property which before the date of this notification has been transferred and the transfer is effective under the Section 40 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), or in respect of which any proceedings are pending at the date of this notification under that section;

(5) any such property which is a composite property within the meaning of the Evacuee Interest (Separation) Act, 1951 (LXIV of 1951);

(6) any such property in respect of which any proceedings are pending in a civil court wherein the question at issue is whether the property is evacuee property or not;

(7) any such property which at the date of this notification is being treated or is being managed as a trust property for a public purpose of a religious or charitable nature under sub-section (1) of section II of the Administration of Evacuee Property Act, 1950 (XXXI of 1950).

[No. S.III-6(4)/55-II.]

### ORDER

*New Delhi, the 3rd December 1955*

**S.R.O. 3639.**—In exercise of the powers conferred by sub-section (1) of section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby directs that the Officer, specified in column I of the Schedule below, who has been appointed under the said sub-section to the post specified in the corresponding entries in column 2 of that Schedule shall perform the functions respectively assigned to him by or under the said Act only in respect of agricultural lands, situated in the State of the Punjab in any rural areas as defined in clause (f) of Rule 2 of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955, including houses, if any, in any such area allotted along with such lands:—

### SCHEDULE

Column 1	Column 2
Name of the Officer	Appointment Made
Shri P. K. Kaul, I.C.S., Financial Commissioner, Revenue & Rehabilitation PUNJAB.	Settlement Commissioner, in the State of FUNJAB.

[No. S.III-7(57)/55-II.]

M. L. PURI, Under Secy.

### ORDERS

*New Delhi, the 3rd December 1955*

**S.R.O. 3640.**—In exercise of the powers conferred by sub-section (2) of section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), I, Shri L. J. Johnson, I.C.S., Chief Settlement Commissioner, hereby delegate to Shri P. K. Kaul, I.C.S., Settlement Commissioner, Punjab, the power conferred upon me under Section 28 of the said Act to transfer cases pending before an Officer appointed under the said Act to another Officer, in so far as such cases relate to the custody, management and disposal of property (including agricultural land) in the State of Punjab in a rural area as defined in clause (f) of Rule 2 of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955, which forms part of the Compensation Pool.

[No. S.III-7(57)/55-III.]

**S.R.O. 3641.**—In exercise of the powers conferred by sub-section (2) of section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), I, Shri L. J. Johnson, I.C.S., Chief Settlement Commissioner, hereby delegate to Shri P. K. Kaul, I.C.S., Settlement Commissioner, Punjab, the powers conferred upon me under Section 23 and 24 of the said Act in relation to any order passed by an Additional Settlement Commissioner in the State of Punjab in respect of the custody, management and disposal of any property (including agricultural land) and situated in the said State in any rural area as defined in clause (f) of Rule 2 of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955, which forms part of the compensation pool.

[No. S.III-7(57)/55-IV.]

L. J. JOHNSON,  
Chief Settlement Commissioner.

## MINISTRY OF LABOUR

*New Delhi, the 1st December 1955*

**S.R.O. 3642.**—In exercise of the powers conferred by Section 4 of the Mica Mines Labour Welfare Fund Act, 1946 (XXII of 1946) read with sub rule (2) of rule 3 of the Mica Mines Labour Welfare Fund Rules, 1948, the Central Government hereby nominates Shri Md. Mohibulla, Collector of Nellore, to be a member of the Mica Mines Labour Welfare Fund Advisory Committee for the State of Andhra, in place of Shri M. B. Raja Rao and directs that the following amendment shall be made in the notification of the Government of India in the Ministry of Labour No. SRO.3233, dated the 12th October, 1954, namely:—

In the said notification—for entry (1) the following shall be substituted, namely:—

“(i) Shri Md. Mohibulla, Collector of Nellore—Chairman.”

[No. M23(I)55.]

P. D. COMMAR, Under Secy.

*New Delhi, the 1st December 1955*

**S.R.O. 3643 ECA/7/2(1).**—In exercise of the powers conferred by section 7 of the Employment of Children Act, 1938 (XXVI of 1938), and in supersession of the notification of the Government of India in the late Department of Labour No. L-3090, dated the 26th November 1940, the Central Government hereby makes the following rules, the same having been previously published as required by sub-section (1) of the said section, namely:—

### THE RULES

1. (1) These rules may be called the Employment of Children (Major Ports) Rules, 1955.

(2) They extend to the whole of India except the State of Jammu and Kashmir.

2. In these rules, unless the context otherwise requires, “the Act” means the Employment of Children Act, 1938 (XXVI of 1938).

3. Every child employed under the provisions of sub-section (2) of section 3 of the Act to work in any occupation specified in clause (b) of sub-section (1) of the said section shall be allowed an interval of rest for at least twelve consecutive hours which shall include seven consecutive hours from 10 P.M. to 5 P.M.:

Provided that permission in writing to fix the seven consecutive hours other than those mentioned above, between 10 P.M. to 7 A.M. is obtained from an Inspector appointed under the Act.

4. The provisions of sub-section (2) of section 3 of the Act shall not apply to any child who has completed his fifteenth year but has not completed his seventeenth year while such a child is employed or permitted to work in any occupation specified in clause (b) of sub-section (1) of the said section either

as an apprentice or for the purpose of receiving vocational training subject to the following conditions:—

- (a) the scheme of apprenticeship or vocational training shall have the prior approval of the Central Government, which may consult such organisations of workers and employers as it may consider appropriate before according its approval;
- (b) every such child shall be granted a rest period of at least thirteen consecutive hours between two working periods;
- (c) every such child shall be medically examined and found fit for the particular trade; and
- (d) an agreement to this effect shall be signed by the employer or his authorised representative on the one hand and the parent or guardian of the child on the other hand specifying the terms and conditions of apprenticeship.

5. The competent authority may exercise the powers conferred upon it under the second proviso to sub-section (2) of section 3 of the Act in order to avoid serious interference with the ordinary working of the major port when urgent work is required to be done or in any other emergency which could not have been foreseen or prevented.

6. (1) The register required to be maintained under section 3-D of the Act shall be in Form-A appended to these rules.

(2) The register shall normally be maintained in English, but where it is maintained in any other language than English a true translation thereof in English shall be available.

(3) The register shall be maintained for a period of three years after the date of the last entry made therein.

7. Every port authority shall cause to be displayed in a conspicuous and accessible place within the limits of a port a notice containing an abstract of sub-sections (1) and (2) of section 3 and section 4 of the Act, in English and in a language understood by the majority of the persons employed.

8. An Inspector appointed by the Central Government may enter any place where persons are employed in any occupation connected with the transport of passengers, or goods within the limits of a major port and may take on the spot, or otherwise such evidence of any persons and exercise such other powers of inspection as he may deem necessary for carrying out the purposes of the Act.

9. (1) A Port Health Officer or Assistant Port Health Officer may grant certificates of age free of charge in respect of young persons in employment or seeking employment in major ports.

(2) A certificate of age granted under sub-rule (1) shall be in Form-B appended to these rules.

#### FORM 'A'

[See Rule 6(1).]

*Register of children between 15 and 17 years of age*

Name and address of employer

Place of work

		Father's name	Date of birth	Permanent address	Date of joining the establish- ment	Nature of work on which emp- loyed	Daily hours of work	Intervals of rest	marks
1	2	3	4	5	6	7	8	9	10

## FORM 'B'

[See rule 9(1).]

## Certificate of Age

I hereby certify that I have personally examined (name).....  
 .....son/daughter of.....  
 residing at.....and that he/she has completed  
 his/her fifteenth year and his/her age, as nearly as can be ascertained from  
 my examination, is.....years (completed).

His/her descriptive marks are.....  
 Thumb impression of child.....

Place.....

Date.....

Port Health Officer  
 Assistant Port Health Officer.

[No. F.Fac.101(14)/55.1]

New Delhi, the 2nd December 1955

**S.R.O. 3644.**—Whereas the Central Government is satisfied that the employees in each of the factories specified in the Schedule hereto annexed are in receipt of benefits substantially similar or superior to the benefits provided under the Employees' State Insurance Act, 1948 (XXXIV of 1948):

Now, therefore, in exercise of the powers conferred by section 90 of the said Act, the Central Government hereby exempts each of the factories from all the provisions of the said Act:

## SCHEDULE

1. Industrial Training Institute, Bombay.
2. Industrial Training Institute, T. Nagar, Madras.
3. Industrial Training Centre of the Ministry of Labour attached to Strathie Co-operative Engineering Workshop, Madras.
4. Industrial Training Centre for Women of the Ministry of Labour attached to Andhra Mahila Sabha Trust, Mylapore, Madras.
5. Industrial Training Centre of the Ministry of Labour attached to Sir Arthur Hope Polytechnic, Coimbatore.
6. Industrial Training Centre, Calcutta Technical School, Calcutta.
7. Industrial Training Institute, Tollygunge.
8. Industrial Training Centre of the Ministry of Labour attached to Howrah Homes, Santragachi, Howrah.
9. Industrial Training Centre of the Ministry of Labour attached to George Telegraphs School, Calcutta.

[No. SS.138(116).]

New Delhi, the 6th December 1955

**S.R.O. 3645.**—In pursuance of section 4 of the Employees' State Insurance Act, 1948 (XXXIV of 1948), the Central Government hereby nominates Shri P. K. Basu, Joint Secretary to the Government of India, Ministry of Finance, to be a member of the Employees' State Insurance Corporation in the place of Shri K. L. Ghei, and makes the following further amendment in the notification of the Government of India in the Ministry of Labour No. S.R.O. 2155, dated the 16th November, 1953, namely:—

In the said notification, for item 6 the following item shall be substituted, namely:—

"Shri P. K. Basu, Joint Secretary to the Government of India, Ministry of Finance".

[No. F.SS.121(119)I.]

**S.R.O. 3646.**—In pursuance of section 8 of the Employees' State Insurance Act, 1948 (XXXIV of 1948), the Central Government hereby nominates Shri P .K. Basu, Joint Secretary to the Government of India, Ministry of Finance, to be a member of the Standing Committee of the Employees' State Insurance Corporation in the place of Shri K. L. Ghei, and makes the following further amendment in the notification of the Government of India in the Ministry of Labour No. S.R.O. 331, dated the 19th January, 1954, namely:—

In the said notification, for item (3) the following item shall be substituted, namely:—

“(3) Shri P. K. Basu, Joint Secretary to the Government of India, Ministry of Finance.”

[No. F. SS.121(119)II.]

K. N. NAMBIAR, Under Secy.

*New Delhi, the 30th November 1955*

**S.R.O. 3647.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the dispute between the Punjab National Bank Limited, Bombay Branch, and its workmen.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

REFERENCE No. 12 OF 1955

##### PRESENT

Shri P. S. Bindra, B.A. LL.B.—*Chairman.*

##### PARTIES

The employers in relation to the Punjab National Bank Ltd., Bombay Branch,

AND

Their workmen

##### APPEARANCES

*For the employers:*

Shri N. K. Petigara,

Solicitor,

and

Shri J. P. Thacker,

Solicitor.

*For the workmen:*

Shri K. T. Sule,

Shri C. S. Ramaswamy

Shri J. K. Makhija

Shri M. B. Ghadiali.

Shri G. V. Saraf.

Shri Chelaram

Shri K. L. Saigal

##### AWARD

The Government of India in the Ministry of Labour by Order No. LR.100(69)Pt. II/55, dated 11th June 1955 has referred to this Tribunal under clause (c) sub-section (1) of Section 10 of the Industrial Disputes Act 1947 (XIV of 1947) the industrial dispute between the employers in relation to the Punjab National Bank Ltd. Bombay Branch and their workmen in respect of the matter specified in the schedule given below:—

“Whether the dismissal of the following workmen was justified, and, if not, what relief should be granted to them:—

1. J. K. Makhija—Assistant Cashier.

2. M. B. Ghadiali—Assistant Cashier.

3. G. V. Saraf—Assistant Cashier.
4. Chelaram (Ghelaram)—Assistant Cashier.
5. K. L. Saigal—Assistant Cashier.
6. Kamla Prasad—Hoondi presenter.
7. Balak Ram—Hoondi presenter.
8. Durga Parshad—Hoondi presenter.
9. Ramchand (Ramcharan)—Hoondi presenter.
10. Behari Lal—Head Cashier.
11. Nebhraj—Head Cashier.

2. The workmen in their written statement have alleged that J. K. Makhija, M. B. Ghadiali, G. V. Saraf and Ghelaram were working as Assistant Cashiers while Kamala Prasad, Balak Ram, Durga Parshad, and Ramcharan were working as Hoondi presentors at Karimjee House, Bombay Branch of the Punjab National Bank Limited and that Behari Lal and Nebhraj were working as Head Cashiers at Kalbadevi Road and Zaveri Bazar branches of the Bank respectively. It is also stated that K. L. Saigal was working as an Assistant Cashier at Zaveri Bazar branch of the Bank.

3. It is further stated that it was alleged that on 27th July 1954 a theft of Rs. 1,00,000 had taken place at the Karimjee House branch of the bank at about 3-30 p.m.; and that on a complaint lodged by Harbans Singh (the Chief Cashier of the Bank) all the employees included in the above order of reference except K. L. Saigal were arrested by the police. Later on they were released on bail. They reported for duty on 6th August 1954 but they were not allowed to resume their duties and no reason was assigned therefor. The union goes on to state that the police investigated the theft case for about three months and were not able to find anything incriminating against any of the employees. So the police made an application on 14th October 1954 for discharging them and all the ten employees were discharged by the learned Magistrate. The application of the police along with the order passed thereon by the Chief Presidency Magistrate has been filed by the Union and is marked Exhibit A/1. In this application there are certain clerical mistakes which have been admitted by the learned counsel for the Union, as will be evident from the proceedings recorded on 17th October 1955. In para (B) of the application marked A/1, it was stated that at about 3-30 p.m. the Chief Cashier went for tea in the bank premises and while going he handed over the keys of the cash box to accused No. 1. According to the version of the bank it should be read as accused No. 2 *viz.* Chandra Kant Vasant Rao Saraf and the learned counsel for the union stated that the keys were not actually handed over but placed at the counter in front of Chandra Kant Vasant Rao Saraf. So it is admitted that the accused No. 1 should be read as accused No. 2 in para (B) irrespective of the fact as to whether the keys were handed over or placed before Chandra Kant Vasant Rao Saraf. Para No. (D) of the application runs as follows:—

“Enquiries showed that the accused No. 2 and 3 had left the cash department during the absence of the complainant and had returned after some-time.”

The bank stated that accused Nos. 2 and 3 should be read as accused Nos. 1 and 3 *viz.* Ghadiali and Ghelaram. The learned counsel for the union admitted that in fact it refers to Ghadiali and Ghelaram and that it is only a clerical error. The police reported as follows:—

“As enough evidence to place the accused on charge-sheet is not forthcoming so far, I request your Worship to discharge the accused and cancel their bail bonds for the time being.”

Thereupon the learned Magistrate discharged the accused and cancelled their bail bonds. This was done on 14th October 1954.

4. The union states, that on being discharged the employees reported for duty again on 15th October 1954 but they were neither allowed to resume their duty nor any reason was assigned for the same. It is further stated that on 27th July 1954, the day the theft took place, employees numbered as 1 to 4 and 6 to 9 in the schedule were working as Assistant Cashiers and Hoondi presentors while employees numbered as 10 and 11 who were head cashiers in other local branches had come to the Karimjee House branch for depositing surplus cash. K. L. Saigal No. 5 had no connection at all with the alleged incident and his case has been dealt with separately.

5. So far as K. L. Saigal is concerned, it is alleged that he was transferred to Karimjee House branch of the bank on 27th August 1954. It is further alleged that the Chief Cashier (Harbans Singh) compelled Saigal to persuade his brother who had stood surety for Ghelaram (accused) to withdraw his bail bond, but Saigal expressed his inability to do so. It is alleged that thereafter K. L. Saigal was forced to sign on a blank paper by the Chief Cashier. On or about 3rd September 1954 his name was struck off from the muster roll but on representation his name was restored and he was allowed to mark his attendance for a few days but ultimately on or about 17th September 1954 his name was again struck off the rolls and he was not allowed to work without assigning any reason in writing.

6. It is contended that the bank neither served any charge sheet on any of the employees nor conducted any enquiry. The employees were given no opportunity to explain their conduct. No order of suspension or termination or dismissal was served on them and they were not paid their salaries from the day they were not allowed to work. It is further alleged by the union that the action of the bank was illegal, improper, arbitrary, capricious and amounts to an unfair labour practice. It is prayed that all the employees be reinstated with full back wages.

7. The bank in its written statement has raised a preliminary objection so far as Behari Lal and Nebbraj, the two Head Cashiers are concerned. It is stated that they were not 'workmen' within the meaning of clause (s) Section 2 of the Industrial Disputes Act 1947 and as such their petition is competent.

8. So far as the merits of the case are concerned it is stated that the employees concerned were working as nominees of Gurucharan Singh, Cashier-Contractor under an agreement executed by him with the bank and they had executed separate agreements with the Cashier-Contractor. So far as the incident of the theft is concerned which took place on 27th July 1954, full details are given in para 4 of the written statement showing how and what amounts of money Harbans Singh had with him on that day and how several disbursements were made. He handed over the keys of the cash box to G. V. Saraf at about 2-40 p.m. and went for tea and when he returned at about 3-10 p.m. Saraf was sitting there and counting notes (representing cash balance) with Jitendra Kumar receiving Cashier and M. B. Ghadiali the paying cashier. Saraf in reply to a query by Harbans Singh told him that he would take a few minutes more to tally the final cash figure. After checking, it was found that the cash balance was Rs. 8,21,405-2-5 instead of Rs. 9,21,405-2-5. At about 3-30 p.m. Harbans Singh informed the Branch Manager about the disappearance of Rs. 1,00,000 who after making enquiry informed the police, as a result of which four Assistant Cashiers and four Hoondi presentors were arrested on that very day. Next morning the two Head Cashiers of Kalbadevi Road and Zaveri Bazar branches who had come there to deposit some money, were also arrested by the police. The shortage was also reported to Gurucharan Singh, Cashier-Contractor who per his letter dated, 6th August 1954 cancelled the nomination letters given by him in favour of the said ten members of the cash staff who were taken into custody by the police and in whom he had lost confidence. It is further stated that Jatindra Kumar, M. B. Ghadiali, G. V. Saraf Ghelaram, Balak Ram, Ramcharan, D. P. Upadhaya and Kamla Shankar were released on bail and they reported for duty on 13th October 1954 but they were not allowed to join as the Cashier-Contractor had cancelled the letters of nomination in their favour and as no confidence could be reposed in them. It is alleged that they were verbally informed to this effect. It is further stated that after their discharge Kamla Shankar, Ramcharan, Balak Ram and D. P. Upadhaya reported for duty but they were not allowed to resume on account of the loss of confidence in them, of which they were informed verbally.

9. As regards K. L. Saigal it is stated that he was struck off the rolls on 15th September 1954 and he was relieved of his duties as the Cashier-Contractor (Gurucharan Singh) lost confidence in him and withdrew his letter of nomination. It is lastly prayed that there was no occasion of serving them with charge sheets and holding any formal inquiry. The allegations made by the union in para. 11 are denied and it is stated that the workmen concerned were either grossly negligent in the performance of their duties or have dishonestly misappropriated the amount, and in the circumstances, the bank was justified in not having allowed them to resume work and handle cash again. Lastly it is prayed that the petition of the workmen be dismissed with costs.

10. Harbans Singh was working as a Head Cashier so far as the Karimjee House branch of the bank is concerned but was also working as a Chief Representative of the Cashier-Contractor (Gurucharan Singh) respecting other branches of the bank in Bombay. He is the real brother of Gurucharan Singh and forms a joint Hindu family with him. The bank has recovered this amount of Rs. 1,00,000 from the Cashier-Contractor and the deficit has been made good out of the fund of the joint

Hindu family. So far as the theft and consequent discharge of these employees are concerned, the bank was asked to lead evidence in the first instance and Harbans Singh was examined as R.W.1. He has stated in detail as to how the cash department of the bank at the Karimjee House branch was being worked in those days and what duties were assigned to the four Assistant Cashiers namely Jatinder Kumar, M. B. Ghadiali, G. V. Saraf and Ghelaram working in that branch. He has stated in detail as to how he received from the bank a sum of Rs. 6,74,041-4-5 on 27th July 1954 to start the work of the cash department and how several disbursements were made and payments received. He says that before going for lunch all the notes of different denominations were dictated to him and kept in the cash box by M. B. Ghadiali and that he after locking it handed over the keys of the cash box to G. V. Saraf, as usual and he went to take tea in the Manager's room at about 2-30 p.m. He also states that two Head Cashiers (Behari Lal and Nebhraj) were also present when he left for tea. He came back at about 3-10 p.m. and enquired from G. V. Saraf as to whether the cash had been tallied to which he replied that he would take a few moments to finish with it. He was told of the transactions that took place in his absence. According to the calculations the balance should have been Rs. 9,21,405-2-5 but it was found to be Rs. 8,21,405-2-5 and thus there was a shortage of Rs. 1,00,000 and on checking he found that the bundle of notes of Rs. 1,000 denomination which he had brought from the Reserve Bank of India that very morning was missing. This bundle contained 100 notes of Rs. 1,000 each. He further states in his examination in chief that the manager and the other officers were immediately informed and they in turn informed the police who took the eight persons into custody and took them to the police office. He further states that in the police office it came to his knowledge that Ghadiali and Ghelaram had gone out of the cash department in his absence. This fact is also mentioned in the application marked A/1 filed by the union. In para (D) it is stated that enquiries by the police showed that accused Nos. 2 and 3 had left the cash department during the absence of the complainant. The learned counsel for the union admitted that it should be read as 1 and 3 instead of 2 and 3. The accused Nos. 1 and 3 (Ghadiali and Ghelaram) have not put themselves in the witness box to deny that they had gone out of the cash department during the absence of Harbans Singh. Harbans Singh further states that on the basis of the statements of the accused, the police thereafter arrested the two Head Cashiers namely Behari Lal and Nebhraj from their residences. In the F.I.R. exhibit R/1 filed by Harbans Singh he had suspected only 8 persons viz. the four Assistant Cashiers and four Hoondi presentors who were working in the cash department. The police however suspected the other two Head Cashiers as well, who were working in different branches but had come to the Karimjee House branch at the time of the incident. When Harbans Singh did not make any allegation against them but the police arrested them, it appears that the police got some clue on the basis of which the arrest was made.

11. Harbans Singh has further stated that on 14th February 1954 when he was on leave he was informed of the shortage of Rs. 1,000 on phone by the Sub-Manager and that Ghelaram was ordered by him to make good the loss, which he did. Harbans Singh says that since that date he was given less amount to handle as his confidence in him was shaken. He further states that he gave to the bank in writing that as his confidence in Ghelaram was shaken, he should be allowed to dispense with his services. Only after 3 or 4 days of the writing of this letter the present incident occurred. Objection has been raised regarding the admissibility of this evidence, by the union. The rules of evidence do not strictly apply to the proceedings before this Tribunal and moreover it is an incident which forms the occasion and cause of the theft in question, and also shows the background of the working of the mind of Ghelaram. Even if this evidence is taken out of consideration altogether, it would not affect my findings in any way whatsoever.

12. He also stated that the police investigation in the theft case is still continuing. He says that he is supplying clues to the police and the police is investigating the matter. The manager of the bank wrote letter Exhibit R/3 to the Deputy Commissioner of Police, C.I.D., Crime Branch, Bombay, enquiring whether the theft case is still open for investigation. R/4 is the reply dated, 19th May 1955 sent by the Inspector of Police in which he states as follows:—

“With reference to your letter No. SM/12044 dated, 17th May 1955, I write to inform you that the case is now closed and classified as ‘A’ True but undetected for want of any definite clue to work on.

Should the investigations resume at a future date you will be informed accordingly.”

From the above it will be evident that the chapter is not yet closed, so far as these employees are concerned, Harbans Singh is still supplying clues to the police, and there is still a chance of prosecuting the accused. It may be noted that the learned Chief Presidency Magistrate never acquitted the accused but only discharged them



as there was not sufficient evidence against them. The statement of Harbans Singh that he is still supplying clues to the police and the police is investigating the matter has not been challenged in cross examination. Not a single question has been put to him about it

13. Harbans Singh was cross-examined at length but he has not been shaken. On the other hand, it appears that he has spoken the whole truth. It has been brought in cross-examination that when the shortage of Rs. 1,00,000 was discovered he felt a sinking sensation and he was given a glass of water. In cross-examination he has explained as to how he left the place at about 2-30 p.m. and how the embezzlement was detected. He had made use of the rough tallying book marked C/1 for checking the number of notes, which has been ordered to be placed on the file. According to him all the four Assistant Cashiers were working in the cash department and are responsible for the loss. He is sure about the presence of at least one of the Hoondi presenters (Ramcharan) at the time of the embezzlement. He admits during cross-examination that no charge sheet was handed over to these employees except the letter Exhibit R/10. These employees have not put themselves in the witness box to state that they did not receive the letter (Exhibit R/10) dated, 6th August 1954. The letter R/10 was written by Gurucharan Singh Cashier-Contractor to the Manager saying that he had lost confidence in them and had cancelled their nomination. Their nomination was cancelled under the terms of the agreement of their service. The Head Cashiers and Assistant Cashiers were appointed by the Cashier-Contractor on the terms and conditions given in the sample agreement marked Exhibit R/2. The relevant portion of the agreement is contained in paras 6 and 18 which runs as follows:—

"The Contractor shall be at liberty to terminate the services of the Cashier at any time without stating any reason on giving the Cashier one month's notice in writing in advance or in lieu thereof paying him a salary equal in amount to the unexpired period of the notice. Similarly the cashier shall be at liberty to resign his post in the service of the Contractor at any time upon giving the contractor one month's notice in writing, in default the Cashier shall forfeit an amount equal to the salary of the unexpired notice period which the contractor shall have the right to recover out of the security deposited or any other dues of the Cashier."

"In case any doubt arises in the mind of the Contractor about the conduct, honesty and sincerity of the Cashier, the Contractor reserves the right to cancel his letter of nomination from the Bank's record and the service of the Cashier will be considered as terminated."

It is contended by the bank that as the Cashier-Contractor lost confidence in these employees, he was entitled to cancel their letters of nomination under clause 18 of the agreement which he did by letter Exhibit R/10, and that on the cancellation of the letter of nomination their services were automatically terminated, of which they were informed by delivery of the copy of the letter Exhibit R/10. As the Cashier-Contractor was empowered to engage them, he had also the power of terminating their services and no separate order by the bank was necessary.

14. Against all the above oral and documentary evidence, the workmen (excluding K. L. Saigal whose case will be dealt with separately) have led no evidence to rebut the evidence produced by the bank. None of the Head Cashiers, Assistant Cashiers or Hoondi presenters have dared to put himself in the witness box and contradict Harbans Singh on any of the facts deposed by him. In the written statement of the Union also there is no allegation that there has been no theft and that the case is a false case. The learned counsel for the union during the course of his arguments contended that the suspicion originally fell on eight employees but subsequently two Head Cashiers were also arrested and certain other persons were interrogated, so suspicion thinned out and it cannot be said as to who has taken away the money. He has not challenged the factum of theft. So far as a criminal prosecution is concerned an accused has to be given the benefit of the doubt but in departmental inquiries different considerations arise, and a reasonable suspicion is sufficient to dismiss an employee of the cash department. Clause 18 of the agreement clearly provides that if any doubt arises in the mind of the contractor about the conduct, honesty and sincerity of a cashier his services can be terminated. This condition is neither oppressive nor unconscionable, as otherwise it will be impossible to run the business of a cash department of a bank. I agree with the learned counsel or the union that "doubt" means a reasonable doubt and it is not open to the Cashier-Contractor to get up one morning and say that he has lost confidence in such and such employee and so he is entitled to terminate his services. In the present case there can be no doubt that an embezzlement of Rs. 1,00,000 took

place from the cash box on 27th July 1954 during the half hour's absence of Harbans Singh. The four Assistant Cashiers were handling the cash and were primarily responsible for its safe custody. It is also in evidence that two of the Assistant Cashiers, M. B. Ghadiali and Ghelaram, left the bank during the short absence of Harbans Singh when the money disappeared. The learned counsel for the union had admitted that in clause (D) of the police application marked Exhibit A/1, there is a reference to these employees as having left the premises of the bank, during the short absence of Harbans Singh. At any rate, they have not dared to put themselves in the witness box and state that they did not absent themselves during the crucial time. I wonder why the case was dropped against G. V. Saraf, who was handed over the keys of the safe if the matter would have been pressed further, he could not escape the criminal liability. The case against the four Assistant Cashiers is proved to the hilt and they could be charged and dismissed out right but they are lucky to escape with termination of their services. So far as the two Head Cashiers namely Behari Lal and Nebhraj are concerned, the case against them is not so strong. They were not suspected by Harbans Singh in the F.I.R. but they were later on suspected and arrested by the police during investigation. The Cashier-Contractor was justified in suspecting their honesty and it cannot be said that there was no reasonable cause for doubting their honesty. Their services could be terminated under clause 18 of the agreement. So far as the four Hoondi presenters are concerned, their case also stands on the same footing as that of Behari Lal and Nebhraj.

15. Much stress has been laid on the fact that no charge sheet was handed to the workmen who have been discharged from service. In this connection, I may point out that they were not dismissed for misconduct but were discharged under clause 18 of the agreement. The principles governing such cases have been laid down in the well known case between the Buckingham and Carnatic Mills Ltd. and their workmen reported at 1952-L.A.C.-490. Before dealing with this case, I may point out that there is a substantial difference between 'discharge' and 'dismissal' as laid down in 1952-L.A.C.-540. The present case is that of discharge and not dismissal. Para 4 of the said ruling runs as follows:—

"We think it is clear that Standing Order 19 and Standing Order 22 have application to two different classes of cases. Under Standing Order 19 it is a question of terminating the employee's services after giving him due notice or paying him in lieu of notice. Standing Order 22 has application to quite a different class of cases where misconduct is involved and it is intended to impose a punishment upon the employee. It has been suggested before us that there is no material difference between discharge and dismissal, for in both cases it means termination of employment. There is however a substantial difference between the two. In the case of discharge, it is nothing more than a termination of service which gives the employee the right to his full provident fund and his gratuity and any other benefits to which he may be entitled. In the case of dismissal, an employee would be deprived of quite a number of benefits. It is also incorrect to say that action under Standing Order 19 is confined only to cases of discharge proceeding from reasons other than an employee's alleged misconduct; for, the language of Standing Order 19 makes it clear that the reason inducing the termination of service may be so serious that a communication thereof might directly or indirectly lay the Company and the Manager or the person signing it open to criminal or civil proceedings at the instance of the operative. The fact remains that when a question of discharge arises under Standing Order 19 no charge sheet or enquiry is indicated by the Standing Order, whereas under Standing Order 22 no order of dismissal can be made unless the operative concerned is informed in writing of the alleged misconduct, and is given an opportunity to explain the circumstances alleged against him and a proper enquiry has been held. We agree that a discharge under Standing Order No. 19 could be challenged if the discharge proceeded from any *Mala Fides* on the part of the Company or any victimization or unfair labour practice, but no such considerations arise in this case."

In the present case, action has been taken under clause 18 of the service agreement marked Exhibit R/2 which authorises the contractor to terminate the services of a cashier in case a doubt arises in his mind regarding the conduct, honesty, and sincerity of the cashier. Para 18 of the service agreement is more or less akin to the standing order 19 quoted above. In such a case no charge sheet or enquiry is necessary. As the present workmen have not been dismissed but were only discharged, they are entitled to full provident fund, gratuity and other benefits to which they may be entitled to.

16. Reverting to the principles governing such cases, I may point out that it has been laid down as follows in paras 8 and 9 of the case of Buckingham and Carnatic Mills Limited.

"In the case before us, the Standing Order provides for three types of cases in which the services of an employee can be terminated, namely, (1) automatic termination for absence without leave for a stated period, or for over-staying leave without satisfactory explanation; (2) discharge on notice or in lieu thereof payment of wages for a certain period without assigning any reason and (3) dismissal for misconduct. In cases where the ground alleged by the employer is misconduct, rules of procedure to be followed before the order of dismissal is passed are also laid down, in the Standing Order. In our opinion, these three types have to be considered separately. In all these types the requirement of *bona fides* is essential. The termination of service in colourable exercise of the power or as a result of victimisation or unfair labour practice or of caprice, should be prevented as otherwise some of the fundamental rights and principles which we have noticed above would be violated. Arbitrary conduct or unnecessary harshness on the part of the employer judged by the normal standard of a reasonable man may be cogent evidence of victimisation or unfair labour practice.

In the first type of cases our view is that an Industrial Tribunal would be at liberty to examine the explanation offered by the employee for his absence and other circumstances also for the purposes of seeing whether the employer acted with an honest purpose. In the second type of cases, even when the Standing Order authorises discharge on notice without assignment of reason, the scope of the enquiry would be similar. If the termination of service in these two types of cases be held to be justified, no further question would arise though in exceptional cases of the second type, there may be scope for giving compensation. On examining the cases with this approach, if the Tribunal finds the termination to be unjustified, the question of relief—reinstatement and/or payment of compensation will arise and in dealing with that question the considerations arising in case of wrongful dismissal would be applicable."

It is neither a case of automatic termination for absence without leave, nor a case of dismissal for misconduct but it is a case concerning discharge which falls under the category No. 2. It is true that in all these types of cases the requirement of *bona fides* is essential. In the present case, there is nothing on record to challenge the *bona fides* of the management. No evidence has been led on this point by the workmen and even an allegation to this effect is wanting in the written statement of the Union regarding these ten employees, though there is an allegation so far as K. L. Saigal is concerned. The only grievance pointed out in the written statement is that they were not served with any charge sheet and no inquiry was conducted. It was contended that the employees were not given any opportunity to explain the charges. It was further contended that the directions given in Section III, Chapter XXV of Sastry's Award were not followed. So in a nut-shell the grievance of the workmen is that proper procedure has not been followed. There is no allegation that the action of the management is not *bona fide* or it is a case of victimisation. There is nothing to suggest that the Cashier-Contractor was inimical to these employees or wanted to employ his own men after terminating their services, or there was some other ulterior motive in cancelling their letters of nomination. The Cashier-Contractor was deprived of a sum of Rs. 1,00,000 and these workmen appeared to him to be involved in this unprecedented embezzlement, so he terminated their services. He had reasons to doubt their honesty and it cannot be said that there was no justifiable ground for doubting the honesty of these workmen. The working of the cash department depends on confidence and if there are reasons to shake the confidence, the services of such workmen can be terminated. The working of the cash department is very delicate and it cannot be compared with the working of other departments. It is given in para 9 of the Buckingham and Carnatic Mills Limited case, quoted above, that in the first type of cases an industrial Tribunal would be at liberty to examine the explanation offered by the employee for his absence and other circumstances for the purpose of seeing whether the employer acted with an honest purpose. It is further laid down that in the second type of cases (like the present one) even when the standing order authorises discharge on notice without assigning any reason, the scope of the inquiry would be similar. Thus in the present case we have only to see whether the employer acted with an honest purpose. I called upon the bank to start with evidence on the point of discharge and the bank examined Harbans Singh, Head Cashier and

placed all the relevant papers on the file. In rebuttal no evidence was led and no attempt was made to explain any of the facts alleged by Harbans Singh. The workmen concerned could explain their conduct by examining themselves as witnesses or by leading other evidence in defence. They could at least say that they had not taken the money. They have deliberately kept out of the witness box and have led no evidence whatsoever. This shows that the workmen had no explanation to offer. It has already been pointed out that the Cashier-Contractor acted honestly and there is nothing on record to throw any doubt, on his honesty of purpose. In para 9 of Buckingham and Carnatic Mills case it is further laid down, that if termination of service in the said two types of cases be held to be justified no further question would arise, though in exceptional cases of the second type, there may be a scope for giving compensation. In the present case, so far as the four Assistant Cashiers are concerned, their misconduct stands proved, so they are not entitled to any compensation on termination of their services, while so far as the other two Head Cashiers (Behari Lal and Nebhraj) are concerned there was only a reasonable doubt regarding their integrity and honesty so in case they are held to be 'workman' they would be entitled to some compensation.

17. The case of the four Hoondi presentors is on the same footing as that of Behari Lal and Nebhraj and they would also be entitled to some compensation.

18. Even where an employee has been dismissed for misconduct, it would be open to the Tribunal to only examine the findings of the Management on the charge of misconduct, to satisfy itself, that there is evidence to support the finding and that the decision of the management is a possible view on the evidence before it. It is further laid down in para 11 (case of Buckingham & Carnatic Mills Limited) that the Tribunal should refrain from substituting its own judgment for the judgment of the Management, as in such matters the Tribunal does not act like a court of appeal but rather as a supervisory body exercising powers like that of revision for correction of basic errors and perverse findings. In the present case it cannot be said that the view taken by the management is not a possible one. The matter has been summed up in the following words:—

"The result therefore, is that the decision of the management in relation to the charges against the employee will not prevail—if

- (a) there is want of BONA FIDES, or
- (b) it is a case of victimisation or unfair labour practice or violation of the principles of natural justice, or
- (c) there is a basic error of facts or,
- (d) there has been a perverse finding on the materials."

In the present case the bonafides of the management have not been challenged and are above reproach. There has been no victimisation. There is nothing to suggest that there has been any basic error of facts or the finding is perverse. So in my opinion, the termination of services of these workmen was justified.

19. Much capital is sought to be made out of the general instructions given in Section III, Chapter XXV of the Sastry's Award. Section III deals with the procedure for taking disciplinary action while Section IV deals with the procedure for termination of employment. Procedure laid down in the two cases is different, and Section III has got nothing to do with the present case which is not a case of disciplinary action but a case of termination of employment.

20. The relevant portion of Section III runs as follows:—

"520. Under the subject of disciplinary action we deal with dismissal, suspension, warning or censure, fine, the making of adverse remarks and the stoppage of an increment.

521. A person against whom disciplinary action is proposed or likely to be taken should, in the first instance, be informed of the particulars of the charge against him; he should have a proper opportunity to give his explanation as to such particulars. Final orders should be passed after due consideration of all the relevant facts and circumstances. With this object in view we give the following direction

- (1) By the expression "offence" shall be meant any offence involving moral turpitude for which an employee is liable to conviction and sentence under any provision of law.
- (2) (b) If he be convicted he may be dismissed with effect from the date of his conviction or be given any lesser form of punishment as mentioned in sub-paragraph (5) below.

- (c) If he be acquitted, it shall be open to the management to proceed against him under the provisions set out below in sub-paragraphs (9) and (10) infra relating to discharges. However, in the event of the management deciding after enquiry to continue him in service, he shall be liable only for termination of service with three months' pay and allowances in lieu of notice. And he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full pay and allowances minus such subsistence allowance as he has drawn and to all other privileges for the period of suspension; provided that if he be acquitted by being given the benefit of doubt he may be paid such portion of such pay and allowances as the management may deem proper, and period of his absence shall not be treated as a period spent on duty unless the management so direct.
- (d) If he prefers an appeal or revision application against his conviction..
- (3) If after steps have been taken to prosecute an employee, or to get him prosecuted for an offence he is not put on trial within a year of the commission of the offence, the management may then deal with him as if he had committed an act of "gross misconduct" or of "minor misconduct" as defined below: provided that if the authority which was to start prosecution proceedings refuses to do so or comes to the conclusion that there is no case for prosecution it shall be open to the management to proceed against the employee under the provisions set out below in sub-paragraphs 9 and 10 infra relating to discharge, but he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full wages and allowances and to all other privileges for such period. In the event of the management deciding after enquiry, not to continue him in service, he shall be liable only for termination with three months' pay and allowances in lieu of notice as directed in sub-paragraph (2) supra. If within the pendency of the proceedings thus instituted he is put on trial such proceedings shall be stayed pending the completion of the trial, after which the provisions mentioned in sub-paragraph (2) above shall apply."

21. From the perusal of para 520 it will appear that this section deals with dismissal, suspension, warning or censure, fine or making of adverse remarks and the stoppage of an increment. It does not deal with a case of termination of employment which is covered by Section IV. Clause (2) of para 521 states that if in the opinion of the management an employee has committed an offence the bank may take steps to prosecute him or get him prosecuted if he is not otherwise prosecuted. In the present case, the bank on the very day lodged a complaint with the police, and the police started its investigations which are by no means complete as still Harbans Singh is supplying clues to the police and the police is investigating the case. Clause (2) (b) of para 521 deals with the case of a conviction and (c) deals with the case of an acquittal. In the present case, neither the workmen concerned have been convicted nor acquitted but they have only been discharged and they may be again prosecuted and even convicted. Clause (d) deals with appeals which I have omitted and then we come to clause 3 of para 521 which says that if steps have been taken to prosecute an employee for an offence and he is not put on trial within one year of the commission of the offence, the management may deal with him as if he had committed an act of "gross misconduct" or "minor misconduct". In the present case steps have been taken to prosecute these men and before a year could lapse the present reference was made. The offence took place on 27th July 1954 and the reference was made on 11th June 1955. So even if for arguments sake the procedure prescribed by Section III was applicable to the present case, the management had one year within which it could decide as to whether to take any disciplinary action or not for which procedure is laid down in clauses 9 and 10 of para 521. So it cannot be said that the management has failed to charge sheet these men and has given no chance to them for explaining their conduct. The bank could wait for one year in order to adopt this course and before the year was out the case was referred to this Tribunal, in which case the bank could not proceed with the inquiry. There is also a proviso in clause 3 which lays down that in case the authority which was to start the prosecution proceedings refuses to do so or comes to the conclusion that there is no case for prosecution, then the employer has got an option to proceed under sub-para 9 and 10 of para 521. It is by no means obligatory for the employer to proceed under sub-paragraphs 9 and 10. Sub-paragraph 9 lays down that when it has been decided to take disciplinary action against an employee, such decision shall be communicated to him within three days thereof.

Sub-paragraph 10 lays down the procedure for taking disciplinary action and explains how an employee shall be given a charge sheet in order to give a chance to explain his case and how the evidence will be recorded. Clause (c) of sub-paragraph 10 runs as follows:—

"In awarding punishment by way of disciplinary action the authority concerned shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other aggravating or extenuating circumstances that may exist. Where sufficiently extenuating circumstances exist the misconduct may be condoned and in case such misconduct is of the "gross" type he may be merely discharged, with or without notice or on payment of a month's pay and allowances, in lieu of notice. Such discharge may also be given where the evidence is found to be insufficient to sustain the charge and where the bank does not, for some reason or other, think it expedient to retain the employee in question any longer in service. *Discharge in such cases shall not be deemed to amount to disciplinary action.*"

22. From the above it will be evident that where the evidence is found to be insufficient to sustain the charge and where the bank does not, for some reason or other think it expedient to retain the employee in question any longer in service, he can be discharged from service. *It is further pointed out that discharge in such cases shall not be deemed to amount to a disciplinary action.* Under the circumstances, it is evident that the bank could discharge those employees without charge sheeting them which is only necessary in case when disciplinary action is desired to be taken. Section IV prescribes the procedure for the termination of employment and according to it no charge sheet is necessary in such a case. It is laid down in sub-paragraph (1) of paragraph 522 that the employment of a permanent employee may be terminated by three months notice or on payment of three months' pay and allowances in lieu of notice. So under paragraph 522 the service of an employee can be terminated by giving him three months' notice or on payment of three months' pay and allowances in lieu of notice. On the basis of the above provision the learned counsel for the bank has argued that the employees concerned can only be given three months' pay at the maximum and no compensation can be granted. I do not agree with him in this respect as the rules are by no means exhaustive, and have been laid down to guide the banks so that the requirements of natural justice may be met. These rules have not got the force of the codified law and every case has to be judged on its own merits. Moreover, this award cannot over-rule the previous awards given by various Labour Appellate Tribunals, where adequate compensation has been awarded in proper cases. I have already pointed out that in the case of Buckingham & Carnatic Mills Limited, it has been laid down that even in all cases that fall in category No. 2 compensation may be awarded in certain cases though it may not be awarded in other cases falling under the same category. Just as in the present case, though compensation can be awarded to the two Head Cashiers, Behari Lal and Nebhraj (if they are workmen) as also to the four Hoondi presenters but no compensation can be justly awarded to the four Assistant Cashiers who were mainly responsible for the disappearance of Rs. 1,00,000. Under the circumstances, J. K. Makhija, M. B. Ghadiali, G. V. Saraf and Ghelaram are not entitled to any compensation and I would only grant them three months salary (basic salary and dearness allowance) in lieu of notice as they were not served with any notice.

23. I may also point out that in the present case, though technically no charge sheet was handed over to these employees, but in fact all the requirements of a charge sheet were met. As soon as the money disappeared Harbans Singh asked these Assistant Cashiers to explain the loss, and when they could not do so he made a complaint to the Manager and during cross-examination it has been brought out that Mr. Khanna the Sub-Manager came to the cabin (where these Assistant Cashiers were working) and asked them to find out the money. He warned them that if they failed to find out the money, the police will be called and they will be arrested. So the charge was brought home to these people immediately and they could not give any explanation. Then the charge sheet was put into black and white in the F.I.R. on the basis of which they were arrested. Having been arrested on the complaint filed by Harbans Singh, these men cannot turn round and say that they do not know what was the charge against them. Even during the proceedings before this Tribunal when Harbans Singh put himself into witness box and implicated these men, none of them put himself into the witness box to explain his conduct. This shows that they had no explanation to offer, and the requirements of natural justice have been thoroughly met. These workmen have not been handicapped in any way. Moreover, as already indicated no charge sheet is necessary in case of termination of service.

24. The next point for determination is whether Behari Lal and Nebhraj, Head Cashiers of the Kalbadevi Road branch and Zaveri Bazar branch are 'Workmen'. The duties of these employees are mentioned in the written statement of the bank which runs as follows:—

"Two of the petitioners namely, Shri Behari Lal and Shri Nebhraj, at the time their services were dispensed with, were not 'workmen' as defined in the Industrial Disputes Act, and as such their petition is incompetent. The duties of two petitioners were mainly of supervisory nature. Amongst other important duties performed by them, there were various duties which were of technical nature in so far as related to scrutiny of genuineness, of notes, Cash, bullion, jewellery and stamped documents. They also held custody of jewellery and strong room and grill door keys and of cash safe keys jointly with the Manager. They were incharge of cash, and held custody of stamps and stamped documents. They also supervised the work of employees working under them. It is, therefore, submitted that the two applicants above-named are not workmen and their petition should be dismissed *in limini*."

25. To start with, a dispute arose between the parties as to who is to lead evidence in the first instance. I pointed out that in case the union wants to lead evidence to prove that Behari Lal and Nebhraj are 'workmen' they will have to lead evidence in the first instance to this effect, but in case they do not want to lead any evidence on this point then the bank will have to start with the evidence regarding the theft case and the termination of the services of these men. Shri Sule appearing for the union stated that he did not want to lead any evidence to show that these employees were 'workmen' and he said that by the duties enumerated in the written statement of the bank he would establish that they were 'workmen'. According to the duties mentioned in the written statement of the bank which go un-rebutted, the duties of these two employees were mainly of supervisory nature. The fact that their duties were mainly of supervisory nature has not been challenged and this fact goes a long way to knock them out of the category of 'workmen'. Shri Sule has relied upon para 332 of Sastry's Award which runs as follows:—

"To sum up, we are of opinion that the general test is what has been laid down by Justice Bind Basni Prasad in his award in the U.P. Conciliation Board and accepted by Labour Appellate Tribunal. This test must be applied in relation to each particular disputed category of workmen in the light of the duties and responsibilities allotted to them in the offices where they work. It is not possible to lay down a general rule that merely supervisory work will automatically make a man cease to be a workman. The categories of workmen known as Head Clerks, Accountant, Head Cashiers should *prima facie* be taken as workmen wherever they desire to be so treated but with this important proviso that the banks are at liberty to raise an industrial dispute about such classification wherever they feel that with reference to a particular branch and a particular office a person so designated is really entrusted with work of a directional and controlling nature and perhaps even supervision of a higher type over ordinary supervisory agencies. We realise that these directions do not really give a categorical answer to the problem of classifying the categories of workmen to whom the award should apply. All that we can say is that where these aforesaid categories are doing clerical work and are clerks they must be given the pay and allowances which we fix as the minimum. We can only hope that where such people are really doing part of managerial work in the sense that they can legitimately be classified and treated as officers, the banks' scales of pay for such employees will be higher so that there may be no occasion for them to raise a dispute as to their status."

26. It is true that it has been stated that Head Clerks, Accountants and Head Cashiers, should *prima facie* be taken as workmen but an important proviso is attached to it, which is, to the effect, that the banks are at liberty to raise an industrial dispute about such classification whenever they feel that with reference to a particular branch and particular office a person so designated is not really a workman. In this particular case, the bank has challenged that the Head Cashiers posted at the Kalbadevi Road and Zaveri Bazar branches of the bank are workmen. In paragraph 327 of the same award it has been pointed out as follows:—

"It is in the light of all these decisions that we have to guide ourselves and lay down the appropriate test. In the first place, as pointed out by

Justice Bind Basni Prasad, various designations are used by different banks and the nature of duties and responsibilities are not the same in all cases. They vary from bank to bank and from branch to branch, even with respect to the same bank. Essentially, therefore, the question to be decided is one of fact."

So designations do not matter and it is the nature of duties performed which determines the issue. The duties may vary not from bank to bank but from branch to branch with respect to the same bank. So in each particular case we have to examine the duties performed by the employee before it can be determined as to whether he is a 'workman' or not.

27. The learned counsel for the union also referred to paragraphs 204 and 205 of the Labour Appellate Tribunal's decision on the appeals against the award of the All-India Industrial Tribunal (Bank Disputes) but therein it has been held that no charm is attached to the name or designation of an employee and if the duties to be performed are clerical then the employee will be a workman but if on the other hand, his duties be primarily one of supervisory character, he could not be deemed to be a 'workman' within the meaning of the Act. Much emphasis has been laid on paragraph 205 which runs as follows:—

"In view of these decisions the test of "directional and controlling power" must be recorded as of doubtful validity. The relevant question is not whether the employee is an officer, but whether the employee performs clerical work so as to place him in the category of "workman" under the Act. The approach, therefore, should be not from the angle of testing whether the employee is an officer but from that of examining the duties to be performed by the employee and deciding whether they are in the main clerical or not. For the purposes of administration a gradation between employees is unavoidable and the duties of a clerk are not inconsistent with a limited amount of supervision and control over other employees. But in each case it will be essential to examine the facts and to determine what is the nature of the work. The question is essentially one of fact and no general answer to cover all cases is possible."

This paragraph has been quoted *verbatim* in a recent case between the United Commercial Bank Limited, and L. S. Seth reported as 1954-II-L.L.J. 457, where it has been held as follows:—

"It has been repeatedly held that in deciding whether a particular employee is a workman or not, his designation does not matter. It is the nature of the duties performed by him that matters. If his duties are mainly clerical or manual then he must be held to be "workman" within the meaning of S.2(s) of the Act. The question whether he exercises supervision, direction or control gives only a negative test of a "workman" which could not be conclusive.

Where the chief cashier of a branch of a banking company was responsible for all the acts of omissions and commissions of the employees of the cash department and the work of the cash department was done by the employees in the cash department under his control and supervision it was held that he was not a "workman" within the meaning of the Act. The fact that he had no power to sanction leave or to grant increments or to appoint employees in the department without approval of the manager or that he had no power to charge sheet or take disciplinary action against the employees in the cash department does not detract from the supervisory powers he had over the employees in the cash department."

28. With the above background, if the duties of the two Head Cashiers given in the written statement of the bank are examined, there can be no two opinions that these Head Cashiers are not "workmen". In the first place, it is pointed out that the duties of the two "petitioners" are mainly of supervisory nature. This fact has not been challenged. It has been further pointed out that amongst other important duties performed by them, there were various duties which were of technical nature in so far as they related to checking of genuineness of notes, cash, bullion, jewellery and stamped documents. It has also been pointed out that they held the custody of the jewellery, keys of the strong room and of the safe containing cash, jointly with the manager. They were in charge of cash and held custody of stamps and stamped documents. They also supervised the work of the employees working under them. Harbans Singh is also Head Cashier, like Behari Lal and Nebhrai, who has been examined by the bank. Harbans Singh was working as Head Cashier of the Karimjee House branch when the embezzlement of Rs. 1,00,000 took place.



He pointed out that the Head Cashier is the single custodian of the cash during the day time and that in the evening the cash is closed and kept in the joint custody of the Head Cashier and the Manager. In the morning the cash is given to the Head Cashier by the Manager, after taking his signature on the Reserve Book in which columns of deposits and withdrawals are maintained. The Head Cashier distributes the money to the Assistant Cashiers and is responsible for the working of the cash department. It has not been shown that their duties were either clerical or manual. Under the circumstances, I am of opinion that they were not 'workmen' within the meaning of the Act and therefore no relief can be granted to them by this Tribunal.

29. The learned counsel for the union has however relied upon 1952-II-L.L.J. 648, which is a case between the Punjab National Bank Limited and their workmen and he has drawn my attention to para 23 which runs as follows:—

"In its written statement, the bank stated that *per se*, at item Nos. 1, 2, 5, 6, 19, 25, 27, 44, 76, 96, 98, 101, 102, 112, 115, 117, 118, 125, 146 and 149 were accountants, Nos. 28, 75, 99 and 136 were head-cashiers and Nos. 16, 48, 72, 77, 80, 86, 93, 94, 95, 103, 107, 121, 128, 134, 135 and 147 were supervisors. Its contention was that they were accordingly officers and their non-employment could not be the subject-matter of an industrial dispute. The tribunal acting on the view that workmen can make the non-employment of officers the subject matter of an industrial dispute did not allow the bank to lead evidence on the point whether they were officers. The view on which the tribunal had proceeded has not been accepted by a full bench of this Tribunal in the case of United Commercial Bank and other banks including this bank Vs. Kedar Nath Gupta and others (1952 L.A.C. 198). The position therefore is, officers cannot be the subject-matter of an industrial dispute. The fact, therefore is whether the accountants, head-cashiers or supervisors of the bank are to be regarded as officers or workmen has to be determined. That would depend upon the essential nature of their duties. If they were clerical they would be workmen. The question was considered in detail by the conciliation board appointed by the Uttar Pradesh Government in 1948 of which Mr. Justice Bind Basni Prasad became ultimately the Chairman. At page 9 of its printed report, a general test was laid down which has been accepted as correct by benches of this Tribunal, the last case being the case of the Bharat Bank V. Their 89 workmen represented by the U.P. Bank Employees' Union (Calcutta Appeal No. 63 of 1952 decided on 1 August 1952) and following the findings of the said conciliation board, that bench has held that head-cashiers and accountants were workmen as their duties were of not a directional or controlling nature but essentially clerical. The Punjab National Bank was a party to Sri B. P. Singh's award and also before the said conciliation board. The conciliation board at page 10 of its award found that the duties of supervisors were clerical duties though of a high order; and so they were workmen. At page 11, it dealt with accountants and found that their duties made them workmen except the accountants of the Reserve Bank who has full signing and checking powers. In view of these awards, we do not think further evidence is necessary in case of accountants, head-cashiers and supervisors of this bank and the exclusion of evidence by the tribunal in respect of them is not material. We hold that all the 150 employees concerned in the dispute are workmen and so the dispute is an industrial dispute which the tribunal had jurisdiction to adjudicate."

30. From the above it will be evident that no evidence was produced in that case as to what were the duties of the Head Cashiers in question. The case was decided merely on the finding of a Conciliation Board. In the present case, there is direct evidence to the contrary which cannot be ignored. Similar situation arose in the case of the United Commercial Bank Limited and L. S. Seth quoted above wherein it was observed as follows:—

"Shri Sekhri appearing on behalf of the workmen has placed strong reliance upon certain decisions of this Tribunal, wherein it has been held, in view of the evidence about the nature of duties in those cases that head cashiers and accountants were 'workmen' within the meaning of the definition contained in the Act. The duties performed by these employees in those cases were held not to be of a directional or controlling nature. We must, however, observe in this connexion that the question whether a particular employee performs or does not perform merely clerical work is essentially a question of fact and no general answer to cover all cases is possible. The argument that 'chief cashier' and 'head cashier' perform the same functions does not

carry conviction to our mind. It has been repeatedly held in a number of decisions that designations do not matter. It is the nature of duties performed which matters. As pointed out by the Sastri award (para. 327 at p. 98) the designations of employees vary from bank to bank and branch to branch, even in respect of the same bank, as also their duties and responsibilities. In each case, as observed above, one has to determine what is the nature of the work performed by the employee i.e. the primary duty of the employee concerned. In none of the decisions relied upon by Sri Sekhri the actual duties assigned to the head cashiers or accountants or the duties assigned to the head cashiers or accountants or other employees dealt with therein are indicated. In a matter like this it is therefore not possible to derive any assistance from those decisions. The duties performed by Sri L. S. Seth in the present case, therefore constitute the determining factor in this case. We are, therefore, of the opinion that Sri L. S. Seth was not a "workman" within the meaning of the definition contained in the Industrial Disputes Act 1947."

31. The duties of Head Cashiers are not mentioned in the case between the Punjab National Bank Limited and their workmen relied upon by the union. So it cannot be said that the duties of those Head Cashiers were the same as performed by the present Head Cashiers. Shri Sule has also relied upon the recent Supreme Court ruling in the case between Shiv Nandan Sharma and the Punjab National Bank Limited reported as 1955-I-L.L.J. 688. I have carefully gone through this case and find that it was never disputed by the bank that Shiv Nandan Sharma who was a Head Cashier at Una branch of the bank was a "workman" and therefore the Hon'ble Judges of the Supreme Court had no occasion to decide as to whether he was a 'workman' or not. Una is a tehsil of Hoshiarpur District of the Punjab which had a small branch and that had to be closed as it was found to be an uneconomic unit. On account of the closure of this branch the services of Shiv Nandan Sharma were dispensed with and then the question arose whether he was an employee of the treasurer or of the Bank. The fact that the Head Cashier of a tiny Una branch like Una was a 'workman' is no ground for holding that the Head Cashier of a Bombay branch is also a 'workman'. It has already been pointed out that the duties vary not from bank to bank but from branch to branch of the same bank and it is the duties and the duties alone which make an employee a 'workman' or not. Under the circumstances, I am of opinion that Behari Lal and Nebhraj were not workmen within the meaning of the Industrial Disputes Act 1947.

32. Lastly it has been urged before me, that certain references regarding this bank were pending before certain Tribunals and as the Bank has not taken any permission from those Tribunals, it has contravened the provisions of Section 33 of the Industrial Disputes Act 1947, and thus the termination of the services of these workmen cannot be given effect to. In reply it is urged by Shri Petigara the learned counsel for the bank that there is not a word about it in the pleadings or in the evidence and that the point cannot be taken up for the first time during the course of arguments, by merely giving the numbers of certain notifications by which certain disputes were referred to certain Tribunals. The learned counsel for the bank urged that he had no time to see as to whether these references were still pending or disposed of. At any rate, I do not think that it can help the workmen in any way. We have got the latest pronouncement on the subject by the Labour Appellate Tribunal of India, Calcutta in the case between Messrs. Kilburn & Co. Ltd. and B. Roy reported as 1955-II-L.L.J. 412 where it was opined as follows:—

"On the question as to whether the order terminating his services by the establishment at Pakistan or the consequent direction by the office in India to hand over charge contravened S. 33 of the Industrial Disputes Act, on the ground that permission therefor of the industrial tribunal was not obtained, held that, since the services of the workman concerned was terminated by the establishment in Pakistan, the mere order by the establishment in India to hand over charge as a result of the said order cannot be regarded as an order of discharge by the establishment in India so as to attract the operation of S. 33 of the Act. Even assuming it to be so, the discharge in the circumstances must be held to be justified though it might be hit by S. 33 of the Act. Contravention of S. 33 of the Act did not make the order of discharge void. It only gives jurisdiction to the tribunal to enter into the merits of discharge under S. 33A of the Act."

33. Thus from the above it will be clear that the order of termination of services of these employees does not become void and it only gives jurisdiction to this Tribunal to enter into merits of the case, which has been done I have come to the

conclusion that so far as J. K. Makhija, M. B. Ghadiali, G. V. Saraf and Ghelaram Assistant Cashiers are concerned, they have been guilty of gross misconduct and their termination of services was perfectly justified and they are only entitled to three months' salary (Basic salary plus dearness allowance) in lieu of notice. They are not entitled to any compensation. The four Hoondl presentors viz. Ramcharan, Kamla Prasad, Balakram and Durga Prasad have not been proved to be guilty of 'misconduct' but the cashier-contractor had sufficient reasons for doubting their honesty and integrity and therefore he could justly terminate their services but he has to pay compensation regarding them. They will be entitled to three months' pay (basic salary and dearness allowance) in lieu of notice and 15 days salary (basic pay and dearness allowance) for each completed year of service or any part thereof in excess of six months as compensation. They will however be entitled to at least three months' pay as compensation even if their service does not come up to six years but if they have served for more than fifteen years, for the purposes of compensation they will be deemed to have rendered 15 years service only. Behari Lal and Nebhraj, Head Cashiers have not proved to be 'workmen', so no relief can be granted to them.

34. Now I take the case of K. L. Saigal. It is alleged in the written statement of the Union that K. L. Saigal was transferred to Karimjee House branch from Zaveri Bazar branch on 27th August 1954. It is further alleged that the Chief Cashier asked him to persuade his brother who had given bail for Ghelaram (accused) to withdraw his bail bond, to which Saigal expressed his inability to do so. It is also alleged that on account of the refusal of Saigal, the Chief Cashier forced him to sign on a blank paper and that Saigal wrote letters dated 28th April 1954 and 22nd September 1954 about it but did not receive any reply. It is further stated that on or about 3rd September 1954 the name of Saigal was struck off from the muster roll but on representation by him and the union, his name was restored and that he was allowed to mark his attendance for a few days but that no work was given to him. Ultimately on or about 17th September 1954 his name was struck off the rolls and he was not allowed to work.

35. The bank has stated that it has got no knowledge about the allegation that the Chief Cashier asked him to persuade his brother to withdraw the bail bond but that it is wrong to state that his name was struck off from the muster roll on 3rd September 1954 and that as a matter of fact, he was on muster roll till 15th September 1954 when he was relieved of his duties as the Cashier-Contractor had lost confidence in him and withdrew his letter of nomination, and that Saigal was informed accordingly.

36. Harbans Singh has put himself in the witness box and stated that he (Saigal) applied for the job stating that he was a matriculate which proved to be false as he was not a matriculate. Exhibit R-6A is the application wherein he described himself as a matriculate but it has been urged by the learned counsel for the union that some words have been rubbed out and the paper has got thinned consequently. It is true that the paper is thinned out near the word 'matriculate', but it has been explained on behalf of the bank, that the paper is of a similar nature on the line above it also. Anyhow, K. L. Saigal filled the identity form on 25th September 1951 which is marked R/14 and in this he has described himself as non-matriculate. So this matter was within the knowledge of the bank as far back as 25th September 1951. I do not think that it can be made a subject of a charge now. Harbans Singh has also stated that the Head Cashier under whom he was working made a report against him and therefore the letter of his nomination was withdrawn by the Cashier-Contractor on 31st August 1954. R/12 is the letter which the Head Cashier wrote about Saigal on 26th August 1954 when he was working under him. It is stated in this complaint that the treatment of the clients of the bank by Saigal was not good. It is further stated that he has exhibited dishonesty in petty matters and that he wanted to embezzle a currency note of Rs. 5 which attempt was foiled. Lastly it is stated that he may be transferred from that place. If his conduct was not good he ought to have been properly charged and punished. This report by itself, is not sufficient to justify his termination of service. The Cashier-Contractor ought to have at least questioned Saigal about it, before cancelling his letter of nomination. There should be some reasonable ground for doubting the honesty of an employee and service cannot be terminated on mere whim. It is further stated that he was involved in a dacoity case and that in order to conceal this fact from the bank authorities, he has been taking leave on the plea of sickness in order to attend the criminal case. This is certainly an objectionable matter.

It was stated in para 8 of the written statement of the union that Saigal was forced to sign on a blank paper. This paper has been produced by the bank which is marked Exhibit R/13. Harbans Singh has stated that Saigal wrote the words "noted" signed it, and dated it in his presence and the words encircled with blue

ink marked 'A' are in his handwriting. Saigal has not dared to put himself in the witness box and that he did not sign this order or that his signature was obtained on a blank paper. In this letter he was asked to furnish another surety. Saigal signed this order on 27th August and he wrote a letter on 28th August which is marked A/3 which runs as follows:—

"In connection with my surety, I have been asked by you to note on some paper for which I have not received the copy of the same, therefore request you to kindly favour me with the same."

He does not say in this letter that he was asked to sign on a blank paper, but his grievance was that he was not supplied with a copy of the order and he requested for the same. An improvement to this effect was made on 22nd September 1954 when he wrote the letter Exhibit A/5. It was only an afterthought and it appears that he wanted to coin some defence in order to save himself. The allegation that his signatures were obtained on a blank paper is absolutely untrue. It is urged on his behalf that no reply was sent by the bank to the letter dated, 29th September 1954 (marked A/6) but the bank was by no means bound to reply when it had sufficient evidence in its possession to show that the plea taken by Saigal was false. This incident has taken place after the termination of his services and so it is not relevant to the present inquiry.

I may also point out that the *bonafides* of the management have been challenged so far as the case of Saigal is concerned, though no such allegation was made respecting the other employees. It is stated that Harbans Singh asked him to prevail upon his brother to withdraw the bail bond he had given about Ghelaram (accused) but he expressed his inability to do so. This allegation has been denied by Harbans Singh and since Saigal has not put himself in the witness box, it remains unproved. All the same Harbans Singh admitted that the brother of Saigal did stand surety for Ghelaram and it appears to have offended the Cashier-Contractor. Under the circumstances, I am of opinion that the termination of service of Saigal was not justified and therefore he is directed to be reinstated with full back wages and continuity of service but in no case he is to be employed in the cash department of the bank. The management is also at liberty to transfer him to any other station if it so desires.

I pass my award accordingly.

(Sd.) P. S. BINDRA, Chairman,

Central Government's Industrial Tribunal, Dhanbad.

The 17th November 1955.

[No. LR-100(69)/54.]

New Delhi, the 3rd December 1955

**S.R.O. 3648.**—In exercise of the powers conferred by section 7 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby constitutes an Industrial Tribunal with headquarters at Madras, consisting of a single member, namely Shri K. N. Kunjukrishna Pillai, for adjudication of industrial disputes that may be referred to it under section 10 of the said Act.

[No. LR11/60-1/17/55.]

#### ORDER

New Delhi, the 5th December 1955

**S.R.O. 3649.**—Whereas certain workmen of the Travancore Bank Limited, Trivandrum, and the Grindlays Bank, Limited, Bombay, have represented to the Central Government that the said banks have not granted two additional increments to their workmen who possess the Diploma in Commerce, awarded by the All-India Council for Technical Education;

And whereas the Central Government is of opinion that a difficulty or doubt has arisen as to the interpretation of paragraph 164(a) of the award of the All India Industrial Tribunal (Bank Disputes), Bombay, constituted by the notification of the Government of India in the Ministry of Labour No. S.R.O. 35, dated the 5th day of January 1952, as modified by the decision of the Labour Appellate Tribunal in the manner referred to in section 3 of the Industrial Disputes (Banking Companies) Decision Act, 1955 (41 of 1955);

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby refers the matter specified in the Schedule hereto annexed for decision to Shri F. Jeejeebhoy,

Chairman of the Labour Appellate Tribunal constituted under section 5 of the Industrial Disputes (Appellate Tribunal) Act, 1950 (XLVIII of 1950).

#### SCHEDULE

Whether workmen possessing the diploma in Commerce awarded by the All-India Council for Technical Education are entitled to the special allowances provided for graduates in paragraph 164 of the award of the All India Industrial Tribunal (Bank Disputes), Bombay, constituted by the notification of the Government of India in the Ministry of Labour No. S.R.O. 35, dated the 5th day of January 1952 as modified by the decision of the Labour Appellate Tribunal in the manner referred to in section 3 of the Industrial Disputes (Banking Companies) Decision Act, 1955 (41 of 1955).

[No. LR-100(74)/55.]

P. S. EASWARAN, Under Secy.

#### MINISTRY OF INFORMATION AND BROADCASTING

*New Delhi-2, the 28th November 1955*

**S.R.O. 3650.**—It is hereby notified for general information that the names of the following members of the first Advisory Panel of the Central Board of Film Censors at Madras having been determined by lot under the proviso to sub-rule (1) of rule 10 of the Cinematograph (Censorship) Rules, 1951, the said members shall retire with effect from 3rd December, 1955.

1. Shri M. Mariappa Bhat.
2. Shri A. Ramesh Choudhary.
3. Shrimati A. C. Krishna Rao.
4. Shri C. H. Cibghatullah.
5. Shrimati Indra Vijayraghavan.

[No. 14/5/55-FC.]

*New Delhi-2, the 10th December 1955*

**S.R.O. 3651.**—In exercise of the powers conferred by sub-rule (3) of rule 9 of the Cinematograph (Censorship) Rules, 1951, read with sub-rule (3) of rule 10 of the said rules, the Central Government hereby re-apoints after consultation with the Central Board of Film Censors the following persons as members of the Advisory Panel of the said Board at Madras with effect from 3rd December, 1955.

1. Shri M. Mariappa Bhat.
2. Shri A. Ramesh Choudhary.
3. Shrimati A. C. Krishna Rao.

[No. 14/5/55-FC.]

#### ORDER

*New Delhi-2, the 8th December 1955*

**S.R.O. 3652.**—In pursuance of clause 2 of the directions issued under the provisions of each of the enactments specified in the First schedule to the Order of the Government of India in the Ministry of Information & Broadcasting No. S.R.O. 945, dated the 28th April, 1955 the Central Government with previous approval of the Film Advisory Board, Bombay hereby certifies the films specified in column 2 of the schedule hereto annexed, in all their language versions, to be of the description specified against each in the corresponding entry of column 5 of the said schedule.

## SCHEDULE

S.No.	Title of the film	Name of the Producer	Source of Supply	Whether a scientific film or a film intended for educational purposes or a film dealing with news and current events or a documentary film.
1	2	3	4	5
1.	Indian News Review No. 373.	Govt. of India, Films Division, Bombay.	Govt. of India Films Division, Bombay.	Film dealing with news and current events.
2.	Sangeet Bharat Part I	Raj Kamal Kala Mandir.	Do.	Documentary.
3.	Sangeet Bharat Part II.	Do.	Do.	Do.

[No. 1/16/55-F:App/61.]

D. KRISHNA AYYAR, Under Secy.